SUPREME COURT OF THE UNITED STATES.

No. 353.

HORACE SEAVER ET AL., APPELLANTS,

vs.

JOHN A. BIGELOW ET AL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF ILLINOIS.

INDEX.

	Original.	Print.
Bond for costs	2	2
Bill of complaint	3	2
Subpœna	18	8
Answer of J. A. Bigelow	20	9
H. W. Bigelow	27	12
W. W. Bigelow	31	14
Replication to answers	36	16
Record entry—leave to examine defendants	37	16
Stipulation to use proofs in case of Sumner *et al*	38	17
Record entry—cause set down for hearing	38	17
Complainants' proofs	39	17
Deposition of A. French	39	17
C. Pierce	43	19
J. A. Bigelow	48	21
S. G. Hooker	57	24
Helen N. Hooker	102	41
J. W. Shaffer	109	44
Record entry—hearing cause	113	46
Stipulation to use proofs taken in State court	114	46
Answer of H. W. Bigelow	117	47
Record entry—decree of dismissal	224	97
appeal granted	225	98
Appeal bond	225	98
Stipulation to extend time to docket cause	227	99
Clerk's certificate	229	99
Assignment of errors	230	99

a UNITED STATES OF AMERICA, *ss:*

To John A. Bigelow, Henry W. Bigelow, and William W. Bigelow, greeting:

You are hereby cited and admonished to be and appear at the Supreme Court of the United States, to be holden at Washington on the first Monday in December, 1864, pursuant to an appeal taken from the decree rendered by the circuit court of the United States for the eighth circuit and northern district of Illinois, in a cause wherein Horace Seaver, Augustus Somarindyck, Albert Plimpton, George A. Stephenson, Stiles Frost, and Adoniram Remick are plaintiffs in error and you are defendants in error, to show cause, if any there be, why the decree of the said circuit court should not be corrected and speedy justice should not be done to the parties in that behalf.

Witness, this 3rd day of December, in the year of our Lord 1864.

THOMAS DRUMMOND.

I hereby accept service of the above citation by copy, this 3rd day of December, A. D. 1864.

HOYNE, MILLER & LEWIS.

1 Pleas in the circuit court of the United States of America for the northern district of Illinois, in chancery sitting, at the city of Chicago, in the district aforesaid, before the Hon. Thomas Drummond, judge of the district court of the United States for the northern district of Illinois, and in the absence pro tempore of the Hon. David Davis, one of the justices of the Supreme Court of the United States of America, sole judge of said circuit court, on Monday, the eighth day of August, in the year of our Lord one thousand eight hundred and sixty-four, and of our independence the eighty-ninth year.

WILLIAM H. BRADLEY, *Clerk.*

NORTHERN DISTRICT OF ILLINOIS, *ss:*

HORACE SEAVER, AUGUSTUS SOMARINDYCK, GEORGE A. Stephenson, John N. Stephenson, Albert Plimpton, Stiles Frost, and Adoniram Remick
vs.
JOHN A. BIGELOW, WILLIAM BIGELOW, AND HENRY W. Bigelow. } Chancery.

2 Be it remembered, that on this day, to wit, the seventeenth day of July, in the year of Lord one thousand eight hundred and sixty-two, Horace Seaver, Augustus Somarindyck, Albert Plimpton, George A. Stephenson, John H. Stephenson, Stiles Frost, Adoniram Remick, complainants, by their solicitor, E. S. Smith, esq., came into the office of the clerk of the circuit court of the United States for the northern district of Illinois, and filed their bill of complaint against John A. Bigelow, William Bigelow, and Henry W. Bigelow, defendants, and also at the same time filed their bond for costs in said entitled cause; which said bond for costs, and also said bill of complaint, are in the words and figures following, to wit:

UNITED STATES OF AMERICA, *Northern District of Illinois*, ss:
Circuit court, term A. D. 1862.

HORACE SEAVER, AUGUSTUS SOMARINDYCK, GEORGE A. Stephenson, JOHN N. Stephenson, Stiles Frost, and Andoniram Remick
vs.
JOHN A. BIGELOW, WILLIAM BIGELOW, AND HENRY W. Bigelow. } In——

I enter myself security for costs in this cause, and promise to pay all costs which may accrue to the opposite party in this action or to any of the officers of this court, and in default of payment by the plaintiff of any costs ordered or adjudged to be paid by me, hereby agree and stipulate, that execution may issue against my property for any costs taxed against said complainants.

Dated this seventeenth day of July, A. D. 1862.

E. S. SMITH.

Endorsed: Filed July 17th, A. D. 1862.

WM. H. BRADLEY, *Clerk*.

United States of America, circuit court of the United States for the seventh circuit and northern district of Illinois, sitting in chancery.

NORTHERN DISTRICT OF ILLINOIS, ss:

To the judges of the circuit court of the United States for the seventh circuit and northern district of Illinois:

Horace Seaver, Augustus Somarindyck, Albert Plimpton, George A. Stephenson, John H. Stephenson, Stiles Frost, Andoniram Remick, of Boston, who are citizens of the State of Massachusetts, bring this their bill against John A. Bigelow, William Bigelow, of Freeport, and Henry W. Bigelow of Chicago, who are citizens of the State of Illinois, and residing in said district aforesaid, and therefore your orators complain and say that heretofore, to wit, in the term of December, in the year of Lord one thousand eight hundred and fifty-seven, in the circuit court of the United States, for the seventh circuit and northern district of Illinois, by the consideration and judgment of said court, your orators Horace Seaver and Augustus Somondyck recovered against John A. Bigelow, defendant in this suit, the sum of eight hundred and thirty-nine dollars and forty-eight cents,
4 for the damage which they had sustained, as well by reason of the non-performing of certain promises and undertakings as for the costs and charges of your orators by them about their suit in that behalf expended, which were adjudged to your orators in and by the said court, whereof the said John A. Bigelow was convicted, as by the record of the said judgment in the office of the clerk of said court, reference being thereto had, and to which for greater certainty your orators pray leave to refer, will more fully and at large appear.

And your orator further show unto your honor that the said judgment so recovered in manner aforesaid, remaining in full force and effect, and the said costs and damages aforesaid unpaid and unsatisfied, your orator, on or about the twenty-fourth day of February, in the year of our Lord one thousand eight hundred and fifty-eight, for the purpose of obtaining satisfaction of the said judgment, sued and prosecuted out of the said court a writ of the people, called a fieri facias, directed to the United States marshal for the northern district of Illinois, that being the district in which said defendants resided at the time of the issuing of said writ, by which said writ the said

marshal was commanded that of the goods, chattels, lands, and tenements of John A. Bigelow, defendant, in your district, you cause to be made the sum of eight hundred and thirty-nine dollars and forty-eight cents, which your orators in the said circuit court recovered against the said defendant John A. Bigelow as herein stated, and that he should have the money at
5 the clerk's office of said court, at Chicago, in said district in ninety days from the date thereof, to satisfy the judgment so recovered by your orator as aforesaid, and that he should have then and there that writ.

And your orators further show unto your honor that the said writ of fieri facias, before the delivery thereof to the said marshal of the said district aforesaid, was duly endorsed, and was afterwards, and on or about the 24th day of February, in the year of Lord one thousand eight hundred and fifty-eight, delivered to the said marshal, to be executed in due form of law.

And your orators further show unto your honor, that the said marshal of said district aforesaid, on the eighteenth day of March, in the year of Lord one thousand eight hundred and fifty-eight, returned on the said writ, to him in that behalf directed and delivered as aforesaid, that he had made a personal demand of said defendant John A. Bigelow for property to satisfy said execution, that he had not found any property in his district whereon to levy, that he returned said execution wholly unsatisfied for the want of property, as by the said writ of fieri facias, and the directions and the return of the said marshal endorsed thereon as aforesaid, filed in the office of the clerk of the said circuit court on the day and year last-mentioned, will more fully appear, and to which, or to a copy thereof, your orators pray leave to refer.

And your orators further show unto your honor that the said judgment still remains in full force and effect, not reversed or satisfied, or other-
6 wise vacated, and that the said John A. Bigelow has not paid the same to your orators, but has hitherto wholly neglected and refused so to do. And your orators further show unto your honor that there is now actually and equitably due to your orators upon the aforesaid judgment, the sum of eight hundred and thirty-nine dollars and forty-eight cents, together with the interest thereon from the fifteenth day of February, one thousand eight hundred and fifty-eight, over and above all claims of said defendant by the way of set-off or otherwise.

And your orators further show unto your honor that heretofore, to wit, in the term of May, in the year of our Lord one thousand eight hundred and sixty, in the circuit court of the United States for the seventh circuit and northern district of Illinois, by the consideration and judgment of said court, your orators, Albert Plimpton, George A. Stephenson, John H. Stephenson, Stiles Frost, and Andoniram Remick recovered against John A. Bigelow, defendant is this suit, the sum of nine hundred and eighty-eight dollars and forty-seven cents for the damage which they had sustained, as well by reason of the non-performing of certain promises and undertakings as for the costs and charges of your orators by them about their suit in that behalf expended, which were adjudged to your orators in and by the said court, whereof the said John A. Bigelow was convicted, as by the record of the said judgment in the office of the clerk of said court, reference being thereto had, and to which for greater certainty your orators pray leave to refer, will more fully and at large appear.

7 And your orators further show unto your honor that the said judgment so recovered in manner aforesaid remaining in full force and effect, and the costs and damages aforesaid unpaid and unsatisfied, your orators last named on or about the twenty-fifth day of May, in the year of our Lord one thousand eight hundred and sixty, for the purpose of obtaining satisfaction of the said judgment, sued and prosecuted out of the saip

court a writ of the people, called a fieri facias, directed to the United States marshal for the northern district of Illinois, that being the district in which said defendant resided at the time of the issuing of said writ, by which said writ the said marshal was commanded that of the goods, chattels, lands, and tenements of John A. Bigelow, defendant, in your district, you cause to be made the sum of nine hundred eighty-eight dollars and forty-seven cents, which your orators, in the said circuit court, recovered against the said defendant John A. Bigelow, as aforesaid, and that he should have the money at the clerk's office of said court, at Chicago, in said district, in ninety days from the date thereof to satisfy the judgment so recovered by your orators, as aforesaid, and that he should have then and there that writ.

And your orators further show unto your honor that the said writ of fieri facias, before the delivery thereof to the said marshal of the district aforesaid, was duly endorsed, and was afterwards, and on or about the twenty-fifth day of May, in the year of our Lord one thousand eight hundred and sixty, delivered to the said marshal to be executed in due form of law.

8 And your orators further show unto your honor that the said marshal of said district aforesaid, on the fifteenth day of August, in the year of our Lord one thousand eight hundred and sixty, returned on the said writ, to him in that behalf directed and delivered as aforesaid, that he had made a personal demand of the defendant John A. Bigelow, for property whereof to make the money, and that he had been unable to find property whereon to levy; that he returned said writ of fieri facias wholly unsatisfied for the want of property, as by the said writ of fieri facias, and the directions and the return of the said marshal endorsed thereon as aforesaid, filed in the office of the clerk of the said circuit court on the day and year last mentioned, will more fully appear, and to which, or to a copy thereof, your orators pray leave to refer.

And your orators further show unto your honor that the said judgment still remains in full force and effect, not reversed or satisfied, or otherwise vacated; and that the said John A. Bigelow not paid the same to your orators, but has hitherto wholly neglected and refused so to do.

And your orators further show unto your honor that there is now actually and equitably due to your orators upon the aforesaid judgment the sum of nine hundred and eighty-eight dollars and forty-seven cents, together with the interest thereon from the fourteenth day of May, one thousand eight hundred and sixty, over and above all claims of said defendant by the way of set-off or otherwise.

9 And your orators further show unto your honor that said defendant John A. Bigelow, prior to the first day of January, eighteen hundred and fifty-eight, had been engaged in merchandising at Freeport, Illinois; that he had purchased goods and merchandise of your orators upon a credit for the purpose of a retail trade at Freeport; that he had been so engaged for some time; that when he first commenced trade he made a purchase to some extent of defendant Henry W. Bigelow, who had or did about that time fail, and afterwards compromised his debts; that said John A. Bigelow represented to your orators that his liabilities to defendant Henry W. Bigelow, on account of the first purchase, was postponed for a considerable time, for the purpose of giving him the benefit of the purchase as capital; that in September, eighteen hundred and fifty-seven, defendant John A. Bigelow represented to your orators Plimpton, Stephenson & Co. that he had stock on hand upwards or about eighteen thousand dollars, accounts due upwards of six thousand dollars, and had liabilities of about eighteen thousand dollars, all told; that his liabilities to his uncle, Henry W. Bigelow, would not mature till December, eighteen hundred and fifty-eight, and that it only amounted to five thousand dollars.

And your orators further show unto your honor that some time in the latter part of December, eighteen hundred and fifty-seven, said defendants John A. Bigelow and Henry Bigelow, for the purpose of hindering and delaying the creditors of said defendant John A. Bigelow in the collection of their debts, conspired together and on or about the the fourteenth
10 day January, eighteen hundred and fifty-eight, caused judgment to be entered by confession in the circuit court for the county of Cook against defendant John A. Bigelow, and in favor of Henry W. Bigelow, for the sum of seven thousand eight hundred and sixteen dollars; that said judgment was entered upon a note and warrant of attorney, dated December twenty-eight, eighteen hundred and fifty-seven, and day after date, which note was for seven thousand seven hundred and fifty-four dollars and forty-nine cents, with interest.

And your orators further show unto your honor that they are informed, and believe the same true, and so charge the fact to be, that said defendant John A. Bigelow was not at the date of said judgment entry indebted to said Henry W. Bigelow in the sum for which judgment was so entered; that said note and warrant of attorney was made and executed by said John A. Bigelow for the purpose of enabling said Henry W. Bigelow to take execution and change the title by sheriff's sale of the goods and merchandise of said John A. Bigelow, then at Freeport, for the purpose of defrauding the creditors of said John A. Bigelow, and for the purpose of hindering and delaying your orators in the collection of their debts.

And your orators further show unto your honor that they are informed, and believe the same true, that whatever sum of money said John A. Bigelow may have, at the time of the entry of said judgment, owed to said defendant Henry W. Bigelow, such sum was not then in fact due,
11 and would not become due for nearly one year; that said note and warrant of attorney was so made and judgment so entered for the purpose of hindering and delaying the creditors of said John A. Bigelow in the collection of their debts against him in fraud of your orators' rights.

And your orators further show unto your honor that said Henry W. Bigelow, immediately after the entry of the judgment aforesaid, caused execution to issue to the sheriff of Stephenson County, and a levy made upon the goods and merchandise of said John A. Bigelow, which stock of merchandise then amounted to nearly sixteen thousand dollars at cost prices, and that afterwards the sheriff made sale of the entire stock of goods, and said Henry W. Bigelow became purchaser of all, or nearly all, of the entire stock of goods, and has ever since continued the business of selling goods at said place; that William Bigelow has acted as clerk and had charge and still has charge of the business in the name of said Henry W. Bigelow; that said William Bigelow well knew at the time of the levy sale and transfer that the same was made for the purpose of enabling the said John A. Bigelow to have and enjoy the same; that since that time said John A. Bigelow has in fact controlled the property and has had benefits therefrom from time to time as he desired; that the matter has been kept under cover as much as possible by the defendants, for the purpose of defrauding your orators in the collection of their said judgments.

12 And your orators further show unto your honor that they believe, and charge the same true, that the said defendants William Bigelow and Henry W. Bigelow have at this time property, money, and effects in their hands, or under their control, which in fact belongs to defendant John A. Bigelow, and ought to be applied in satisfaction of your orators' said judgments; that said John A. Bigelow has at this time property and effects which ought to be applied in satisfaction of your orators' said judgments.

And your orators well hoped that the said defendants, John A. Bigelow,

William Bigelow, and Henry W. Bigelow, would have paid to your orators the amount due them on said judgment, or would have applied for that purpose any property, money, debts, or other equitable interests or things in action belonging to them, or in which he was in any way interested, as in equity and good conscience they ought to have done. But now so it is, may it please your honor, that the said defendants, combining and confederating together, and with divers other persons to your orators unknown, but whose names when discovered they pray may be inserted herein with proper and apt words to charge them, and contriving how to injure and defraud your orators in the premises, neglect or refuse to pay the amount so due to your orators on their said judgments, or to apply for that purpose any property, money, debts, or other equitable interests or things in action belonging to the said defendant John A. Bigelow, and for reason whereof the said defendants set up a variety of unfounded pretences. All which actings,
13 doings, neglects, and pretences are contrary to equity and good conscience, and tend to the manifest wrong and injury of your orators in the premises. In tender consideration thereof, and forasmuch as your orators are remediless in the premises at and by the direct and strict rules of the common law, and cannot have adequate relief save in a court of equity, where matters of this and a similar nature are properly cognizable and relievable, to the end, therefore, that the said defendants may, if they can, show why your orators should not have the relief hereby prayed, and may, according to the best and utmost of their several and respective knowledge, remembrance, information, and belief, full, true, direct, and perfect answer make to all and singular the matters and things hereinbefore stated and charged. The answer of the defendants on oath is hereby waived; that is to say, the said defendants may fully set forth and discover, according to the best of their knowledge, rememberance, information, and belief, the nature and situation, amount and value of all the property, interest, and effects of the said defendant John A. Bigelow, including all things in action of whatever nature or kind, with all the particulars relating thereto, and that they may answer and state whether at the time of filing this your orators' bill of complaint, he, the said defendant John A. Bigelow, had not debts due to him to a considerable amount, and if so, that they may state particularly the amount of such debts, respectively, and from whom the same are due, and what security is held therefor, and also that they may state which and
14 what amount of said debts are good and collectable, and what amount bad or doubtful, and whether at the time of filing this your orators' bill of complaint they had not some property, real or personal, in law or equity, belonging to him or held in trust for him, or in which he has some beneficial interest of some kind or description, and if so, that they may state and set forth a full, true, and particular account thereof, and the nature and value of his interest therein, and that they may also state whether they had not money of some kind in their possession or under their control, or deposited to their credit or for his use, or in some way or manner held for his use and benefit, and if so, that they may state and set forth particularly the amount thereof, and how and by whom the same is held, and that they may also state whether they had any other equitable interest, or thing in action, or other means belonging to him, or in which he is in any way interested, whereby they could pay any part of the amount so as aforesaid due to your orators, upon their said judgments against him, the said defendant John A. Bigelow.

And if the said defendant last named has made any sale, assignment, or transfer of his property and effects, or any part thereof, that then the said defendants may state and set forth, each for himself, jointly or separately, generally, but not in items, what property or effects have been so sold, as-

signed, or transferred, and the value thereof, and particularly when, and to whom, and for what purpose, and upon what terms and conditions such sale, assignment, or transfer was made, and what has been done under such sale, assignment, or transfer, and what has been done with the property or
15 effects so sold, assigned, or transferred, and the avails thereof. And that the said defendants may specially state or set forth, each for himself, jointly or separately, full and perfect answers to all and singular the matters and things charged herein, as fully and particularly as though they had been specially interrogated thereto.

And that the said defendants or some of them may be decreed to pay your orators the amount so as aforesaid due to them for principal and interest on said judgments, together with your orators' costs and charges in this behalf sustained, and may be decreed to apply for that purpose any money or property, real or personal, in law or equity, debts, choses in action, or equitable interests belonging to said defendant John A. Bigelow, or held in trust for him, or in which he is any way or manner beneficially interested, and that the said defendants may be enjoined and restrained from selling, assigning, transferring, delivering, negotiating, discharging, receiving, collecting, incumbering, or in any way or manner disposing of or intermeddling with any debts or demands due to said John A. Bigelow.

And that the said defendant last named may also be in like manner prohibited from making any assignment of his property, and from confessing any judgment for the purpose of giving preference to any other creditor over your orators, and from doing any other act to enable other creditors to obtain his property. And that a receiver may be appointed according to the course of practice in this court, and with the usual powers of receivers in like cases, of all the property, equitable, interests, things in action and effects of the said defendant John A. Bigelow.

16 And that your orators may have such further or such other relief in the premises as the nature of their case shall require and as shall be agreeable to equity and good conscience. May it please your honor to grant unto your orators the people's writ of injunction issuing out of and under the seal of this honorable court, to be directed to the said defendants, John A. Bigelow, William Bigelow, and Henry W. Bigelow, and to their counsellors, attorneys, solicitors, trustees, and agents, therein and thereby commanding and strictly enjoining the said defendants and the persons before mentioned in manner aforesaid.

And may it please your honor to grant unto your orators the people's writ of subpœna issuing out of and under the seal of this honorable court, to be directed to the said defendants, John A. Bigelow, William Bigelow, and Henry W. Bigelow, therein and thereby commanding them and each of them, on a certain day and under a certain penalty to be therein inserted, that they personally be and appear before the judges of the circuit court of the United States for the seventh circuit and northern district of Illinois, at the court-room, in the city of Chicago, then and there to answer all and singular the premises, and to stand to and abide by and perform such order and decree therein as to your honor shall seem agreeable to equity and good conscience. And your orators will ever pray, &c.

HORACE SEAVER,
AUGUSTUS SOMONDYKE,
ALBERT PLIMPTON,
GEORGE A. STEPHENSON,
JOHN H. STEPHENSON,
17 STILES FROST,
ANDONIRAM REMICK,
Per E. S. SMITH, *Ag't and Att'y in fact.*

E. S. SMITH, *Sol'r for Compl't.*

UNITED STATES OF AMERICA, *Northern District of Illinois, ss:*

On this sixteenth day of July, one thousand eight hundred and sixty-two, personally came before me Ezekiel S. Smith, who, being duly sworn, saith, that he is agent for the complainants in this behalf; that they are absent from the State of Illinois; that he has read the foregoing bill of complaint, and knows the contents thereof, and that the same is true of his own knowledge, except as to the matters and things therein stated upon information and belief, and as to these matters he believes it to be true.

E. S. SMITH.

Subscribed and sworn to before me this 17th of July, A. D. 1862.

P. A. HOYNE, *U. S. Com., N. D. Ill.*

Endorsed: Filed July 17, 1862.

WM. H. BRADLEY, *Cl'k.*

On the same day, to wit, the seventeenth day of July, A. D. 1862, a writ of subpœna was issued out of said clerk's office, directed to the aforesaid defendants, and delivered to the marshals of the northern district of Illinois to execute; which said writ of subpœna, together with the memorandum, and also the return of the marshal thereon endorsed, are in the words and figures following, to wit:

18 UNITED STATES OF AMERICA,
Northern District of Illinois, ss :

The United States of America to John A. Bigelow, William Bigelow, and Henry W. Bigelow, greeting :

We command you and every of you that you appear before our judges of our circuit court of the United States of America for the northern district of Illinois, at Chicago, in said district, on the first Monday in the month of August next, to answer the bill of complaint of Horace Seaver, Augustus Somarindyck, Albert Plimpton, George A. Stephenson, John H. Stephenson, Stiles Frost, and Adoniram Remick, this day filed in the clerk's office of said court, in said city of Chicago, then and there to receive and abide by such judgment and decree as shall then or thereafter be made, upon pain of judgment being pronounced against you by default.

To the marshal of the northern district of Illlnois to execute.

Witness the Hon. Roger B. Taney, chief justice of the Supreme Court of the United States of America, at Chicago aforesaid, this seventeenth day of July, in the year of our Lord one thousand eight hundred and sixty-two, and of our independence the eighty-seventh.

[SEAL.] WM. H. BRADLEY, *Clerk.*

Memorandum.—The above-named defendants are notified that unless they and each of them shall enter their appearance in the clerk's office of said court, at Chicago aforesaid, on or before the day to which the above writ is returnable, the complaint will be taken against them as confessed,
19 and a decree entered accordingly.

WM. H. BRADLEY, *Clerk.*

I have this 22d day of July, A. D. 1862, executed the within writ by reading the same in the presence and hearing of, and handing a copy thereof to, the within-named John A. Bigelow and William Bigelow, and on this 24th day of July I served Henry W. Bigelow by reading to him and giving him a copy.

J. R. JONES,
U. S. Marshal N. Dist. of Illinois.

Endorsed : Filed July 30th, A. D. 1862.

WM. H. BRADLEY, *Clerk.*

On this day, to wit, the first day of September, A. D. 1862, came the said defendants, by Hoyne, Miller & Lewis, their solicitors, and filed in said clerk's office in said entitled cause their appearance, which is in the words and figures following, to wit:

Circuit court of the United States for the northern district of Illinois, in chancery.

JOHN A BIGELOW, WILLIAM BIGELOW, AND HENRY W. BIGELOW *ads.* HORACE SEAVER *et al.*

We hereby enter the appearance of the defendants in the above-entitled cause, this first day of September, A. D. 1862.

HOYNE, MILLER & LEWIS, *Def'ts' Solicitors.*

Endorsed: Filed Sept. 1, 1862.

WM. H. BRADLEY, *Cl'k.*

20 On this day, to wit, the third day of October, A. D. 1862, came the said defendants, by their solicitors, and filed in said clerk's office in said entitled cause their answers to the bill of complaint herein, which are in the words and figures following, to wit:

United States circuit court, northern district of Illinois, in chancery.

JOHN BIGELOW, WILLIAM BIGELOW, AND HENRY W. BIGELOW *ads.* HORACE SEAVER, AUGUSTUS SOMERENDYCK, ALBERT PLIMPTON, George A. Stephenson, John H. Stephenson, Stiles Frost, and Andoniram Remick.

The separate answer of John A. Bigelow to the bill of complaint of said complainants filed in the above-entitled cause.

This defendant, now and at all times hereinafter saving and reserving to himself all manner of benefits and advantage of exception to the many errors and insufficiencies of said complainants' said bill of complaint, for answer thereto, or unto so much and such parts thereof as this defendant is advised is or are material for him to make answer unto, this defendant, answering, says that he admits that the said Horace Seaver and Augustus Somondyck recovered a judgment against this defendant, as stated in said bill of complaint, and that execution was issued upon said judgment,
21 as in said bill of complaint is alleged; but whether the marshal made return on said writ, as is also alleged in said bill of complaint, this defendant has no knowledge, and he therefore leaves said complainants to make proof thereof.

And this defendant, further answering, says that he admits that said complainants Albert Plimpton, George A. Stephenson, John H. Stephenson, Stiles Frost, and Andoniram Remick recovered a judgment against this defendant, as stated in said bill of complaint, and that a writ of execution was issued upon said judgment, as is therein stated; but whether the marshal of said district made return on said writ, as is therein alleged, this defendant has no knowledge, and he therefore leaves said complainants to make proof thereof.

And this defendant, further answering, states that he is unable to state without an inspection of the said judgments the amount thereof, but presumes that such amounts are truly stated in said bill of complaint, and he admits that no payments have ever been made by these defendants in either of said judgments.

This defendant, further answering, says that he admits that prior to the first day of January, A. D. 1858, he had been merchandizing at Freeport, in the State of Illinois, and that he had purchased goods and merchandize of said complainants upon a credit, for the purpose of a retail trade at Freeport aforesaid, and that he had been so engaged for some time prior to that time. And he admits that when he first commenced such trade, and afterwards, and while he was continuing such trade and prior to the first day of
22 January, A. D. 1856, he purchased largely of the defendants Henry W. Bigelow, but he denies that said Henry W. at or about the time of such purchase failed and compromised his debts, as stated and charged in said bill of complaint.

And this defendant, further answering, denies that he represented to said complainants that his liabilities to said Henry W. Bigelow, on the amount of the first purchase, was postponed for a considerable time for the purpose of giving him the benefit of the purchase as capital, or that in September, 1857, or at any other time, he represented to complainants Plimpton, Stephenson & Co. that he had stock on hand upwards or about eighteen thousand dollars, and had liabilities of about eighteen thousand dollars all told, or that his liabilities to his uncle, Henry W. Bigelow, would not mature until December, A. D. 1858, or that the same amounted to only about five thousand dollars, as charged in said bill of complaint.

And this defendant, further answering, denies that in the latter part of December, A. D. 1857, he, together with said Henry W. Bigelow, for the purpose of hindering and delaying the creditors of this defendant in the collection of their debts, conspired together, and on or about the 18th day of January, A. D. 1858, caused judgment to be entered by confession in the circuit court of the county of Cook against this defendant and in favor of said Henry W. Bigelow for the sum of seven thousand eight hundred and sixteen dollars, as charged in said bill of complaint; but this defendant admits that on the 28 day of December, A. D. 1857, he executed his promissory note to the said Henry W. Bigelow for the sum of twenty-seven hundred
23 and fifty-four and 49-100 dollars, and payable the day of the date, with a power of attorney thereto attached authorizing a judgment to be entered by confession thereon, and that afterwards, and on the 14th day of January, A. D. 1858, a judgment was, in pursuance of such power, duly entered upon said note in the circuit court of Cook County for the sum of $7,806 16, including costs. And this defendant says that at the time of executing said prommissory note he was justly indebted to said Henry W. Bigelow for the full sum mentioned in said promissory note, and that said promissory note was made out and executed for a just and lawful purpose and none other. And this defendant denies that he was not then indebted to the said Henry W. for the amount for which said judgment was entered, or that said note and warrant of attorney was made and executed for the purpose of enabling the said Henry W. Bigelow to take execution and change the title by sheriff's sale of the goods and merchandize of this defendant for the purpose of defrauding the creditors of said John A., or for the purpose of hindering or defrauding said complainants, as charged in said bill of complaint.

And this defendant denies that the sum which he owed to said Henry W. Bigelow was not in fact and at the time of the entry of said judgment, or that said power of attorney was made or said judgment entered for the purpose of hindering or delaying the creditors of this defendant in the collection of their debts. This defendant, further answering, admits that immediately after the entering up of said judgment said Henry W. Bige-
24 low caused execution thereon to be issued to the sheriff of Stephenson County, and the same was levied upon the stock of goods and

merchandize of this defendant at Freeport aforesaid, the cost price of which at that time amounted to about the sum of eleven thousand three hundred forty-two 68-100 dollars, and afterwards said sheriff made sale of said goods and merchandize under said execution, and said defendant Henry W. Bigelow became the purchaser of the larger part, but not of all, of said goods and merchandize at such date. And this defendant admits that after said sale said Henry W. Bigelow commenced the business of selling goods and merchandize at Freeport aforesaid, but entirely and exclusively on his own account; that he made additions to the goods so purchased at such sale, but entirely from his own funds, and has since continued to purchase goods and merchandise and place them in his store, at Freeport aforesaid, for sale at retail in precisely the same manner pursued by other merchants engaged in the retail trade. And the defendant says that he has never to any extent had any interest whatever in the business so carried on by said Henry W. at Freeport aforesaid since the purchase by him of said goods at said sheriff's sale. Nor has he since that time had any interest whatever in the goods so purchased by said Henry W. at such sale; and he denies that there has been any concealment whatever on his part for the purpose of defrauding said complainants in the collection of their debts, as charged in said bill of complaint.

25 And this defendant, further answering, denies that said William Bigelow or Henry W. Bigelow has any property whatever belonging to this defendant which ought to be applied to the payment of said complainants' said judgments.

This defendant, further answering, says that at the time of the filing of said bill of complaint he was the owner of the following property, over and above property exempt by law from levy and sale under execution, to wit: house and lot No. seven (7) in block No. one (1) in Guiteau's addition to the town, now city, of Freeport, which this defendant occupies with his family, and claims as a homestead under the laws of the State of Illinois. This defendant, further answering, says that he had at the time of filing the bill aforesaid, and still has, a tract of land located in the county of St. Croix and State of Wisconsin, amounting to one hundred and sixty (160) acres, more or less, the value of which is not known to this defendant. And this defendant, further answering, says that he is the owner of W. E. Childs & Co.'s fire and water proof cement roofing for the counties of Jo Davies, Stephenson, and Winnebago, in the State of Illinois; its value this defendant knows not, but believes it to be worth nothing.

And this defendant says that he is not the owner of any stock in any company, incorporated or unincorporated, nor is he interested in the profits of any copartnership, nor did he have at the time of the filing of said bill of complaint any money in any bank or elsewhere to his credit, and security for the payment of any money held by any person in trust or otherwise for him or for his benefit. And this defendant denies that he has any goods, wares, or merchandize, or any articles of personal property, or that he has any

26 debts due to him, or that he holds any securities or evidences of indebtedness to any amount other than such articles of personal property as are by law exempt from execution by the reason of this defendant being a householder and the head of a family, which this defendant avers that he is, nor has he any equitable interest or things in action of any nature or kind which might or ought to be applied to the payment of the said complainants' said judgment. And the said defendant, further answering, denies that he is the owner of, or in any way or manner beneficially interested in, any real estate in this or any other State or Territory, save as above stated. And this defendant denies all and all manner of fraud, and unlawful combinations and confederacy, wherewith he is by the said bill charged, without

this, &c. All which matters and things this defendant is ready and willing to aver, maintain, and prove as this honorable court shall direct, and he hereby prays to be hence dismissed with his reasonable costs in this behalf most wrongfully sustained.

J. A. BIGELOW.

HOYNE, MILLER & LEWIS,
Solicitors for Def't John A. Bigelow.

Endorsed: Filed Oct. 3rd, 1862.

WM. H. BRADLEY, *Clerk.*

United States circuit court, northern dist. of Illinois, in chancery.

JOHN A. BIGELOW, WILLIAM BIGELOW, AND HENRY W. Bigelow
ads.
27 HORACE SEAVER, AUGUSTUS SOMARINDYCK, Albert Plimpton, George A. Stephenson, John H. Stephenson, Stiles Frost, and Andoniram Remick.

The separate answer of Henry W. Bigelow to the bill of complaint filed in the above-entitled cause.

This defendant, now and at all times hereinafter saving and reserving to himself all manner of benefit and advantage of exception to the many errors and insufficiencies of complainants' said bill of complaint, for answer thereto, or unto so much and such parts thereof as this defendant is advised is material for him to make answer unto, this defendant, answering, says that he has no knowledge, except as he is informed by said bill of complaint, as to whether said complainants recovered the two judgments in said bill of complaint mentioned, nor as to whether executions issued upon said judgments, nor as to whether returns were made upon said executions, as stated and alleged in said bill of complaint; nor has this defendant any knowledge as to whether said judgments remain wholly unpaid and unsatisfied, as alleged in said bill of complainant, and this defendant leaves said complainants to make proof of said several allegations as they shall be advised.

The defendant, further answering, says that he admits that for some time prior to the 1st day of January, A. D. 1858, said John A. Bigelow was engaged in merchandising at Freeport, and that he had purchased goods of
28 this defendant; but this defendant denies that at or about the time of such purchase this defendant failed, and compromised his debts as charged in said bill of complaint; but as to whether said John A. made the representations to said complainants, or any of them, this defendant has no knowledge or information, except as given him by said bill of complaint, but he does not believe that the same were made to said complainants, as alleged and charged in said bill of complaint.

This defendant, further answering, denies that he and the said John A. in December, A. D. 1857, or at any other time, for the purpose hindering and delaying the creditors of the said John A. in the collection of their debts. But this defendant admits that on the 28th day of December, A. D. 1857, the said John A. executed his promissory note to this defendant for the sum of seventy-seven hundred and fifty-four 49-100 dollars, and payable one day after date, with a power of attorney thereto attached, authorizing a judgment to be entered by confession thereon; and afterwards, and on the 14th day of January, A. D. 1858, a judgment was in pursuance of such power duly entered upon said note for the sum of $7,806 16, including costs. And this defendant says that at the time of the executing said promissory note the said John

A. was justly indebted to this defendant for the full sum mentioned in said promissory note, and said promissory note was executed for a just and lawful purpose and none other. And this defendant denies that the said John A. was not indebted to this defendant for the amount for which said judgment was entered, or that said note and warrant of attorney was
29 made and executed for the purpose of enabling this defendant to take out execution, and change the title by sheriff's sale of said goods and merchandize of said John A. for the purpose of defrauding the creditors of said John A. or for the purpose hindering and defrauding said complainants, as charged in said bill of complaint. And this defendant denies that the sum which the said John A. owed to this defendant was not in fact due at the time of the entry of said judgment, or that said power of attorney was made or said judgment executed for the purpose of hindering or delaying the creditors of said John A. in the collection of their debts. This defendant admits that immediately after the entering up of said judgments he caused a writ of execution to be issued thereon to the sheriff of Stephenson County, and the same was levied upon the stock of goods and and merchandize of the said John A., at Freeport aforesaid; and afterwards said sheriff made sale of said goods and merchandize under said execution, and this defendant became the purchaser of a larger part but not all of said goods at such sale.

And this defendant, further answering, says that after such sale he commenced the business of selling goods and merchandize at Freeport aforesaid, but entirely and exclusively on his own account, and has since continued said business; that in the course of said business he has purchased goods at wholesale and retail, the same in the manner in which such business is usually conducted. And this defendant says that the said John A. has not at any time had any interest whatever in said business, nor has the same been conducted to any extent for his benefit or on his
30 account, nor has the said John A. since said sale under said execution had any interest in or control over any of the goods and merchandize purchased by this defendant at such sale, or which has since been purchased by this defendant. And this defendant denies that he has been guilty of any concealment or fraudulent practice in the conduct of said business, as charged in said bill of complaint.

And this defendant, further answering, denies that at the time of the filing of said bill of complaint, or at any time since that time, he has had in his possession or under his control any property of any kind whatever belonging to said John A. or in which said John A. had any interest, which ought to be applied to the payment of the judgments mentioned in said bill of complaint or either of them.

And this defendant denies all and all manner of fraud and unlawful combination and confederacy wherewith he is by the said bill charged, without this, &c. All which matters and things this defendant is ready and willing to aver, maintain, and prove as this honorable court shall direct, and he hereby prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

H. W. BIGELOW.

HOYNE, MILLER & LEWIS,
Solicitors for Def't Henry W. Bigelow.

Endorsed: Filed Oct. 3rd, 1862.

WM. H. BRADLEY, *Clk.*

Circuit court of the United States, northern district of Illinois, in chancery.

31 WILLIAM W. BIGELOW, JOHN A. BIGELOW, AND Henry W. Bigelow
ads.
HORACE SEAVER, AUGUSTUS SOMARINDYCK, ALBERT Plimpton, George A. Stephenson, John H. Stephenson, Stiles Frost, Andoniram Remick.

The separate answer of William W. Bigelow to the bill of complaint filed in the above-entitled cause.

This defendant, now and at all times hereafter saving and reserving to himself all manner of benefit and advantage of exception to the many errors and insufficiencies of the complainants' said bill of complaint, for answer thereto, or unto so much thereof as he is advised it is material or necessary for him to make answer unto, answering, says that he has no knowledge as to whether said complainants recovered judgments against said defendant John A. Bigelow, in manner and form as alleged in said bill of complaint, nor as to whether writs of execution were issued upon said judgments, and returned by the marshall of said district as alleged in said bill of complaint, nor as to whether said judgments still remain unpaid and unsatisfied, as is therein also alleged, and he neither admits nor denies said allegations, but leaves said complainants to make proof thereof.

This defendant, further answering, says that he admits that prior to the first day of January, A. D. 1858, the said John A. Bigelow was en-
32 gaged in the mercantile business at Freeport, in the State of Illinois, and he is informed and believes, and therefore admits, that during the prosecution of his said business he goods largely upon credit of Henry W. Bigelow upon credit, and whether said John A. represented to said complainants his liabilities to said Henry W. on account of the first purchase was postponed for a considerable time for the purpose of giving him the benefits of the purchase as a capital, or whether in September, A. D. 1857, he represented to said Plimpton, Stevenson & Co. that he had stock on hand of upwards or about eighteen thousand dollars accounts, and of upwards of six thousand dollars, and had liabilities of about eighteen thousand dollars, and that his liabilities to his uncle, Henry W. Bigelow, would not mature until December, A. D. 1858, and that it only amounted to five thousand dollars. This defendant has no knowledge except as he is informed by said bill of complaint, and he therefore neither admits nor denies said several allegations, but leaves said complainants to make proof thereof.

This defendant, further answering, says that he is informed and believes that during the month of January, A. D. 1858, a judgment was recovered in the circuit court of Cook County, in favor of Henry W. Bigelow, against the said John A. Bigelow, for the sum of seventy-eight hundred dollars and sixteen cents, including costs, and that execution was issued upon said judgment and levied upon the goods, wares, and merchandize of said John A. at Freeport, and the same was afterwards, and during the early part of the month of February, A. D. 1858, sold by the sheriff of Stephenson County, under said
33 execution, at public auction, and the said Henry W. purchased the largest portion of said goods at such sale. And this defendant says that he has no personal knowledge of the circumstances under which said judgment was recovered, but he knows that at that time the said John A. was justly indebted unto the said Henry W. in a large sum, and he verily believes that the said John A. was at that time justly indebted unto the said Henry W. for the full sum for which judgment was recovered as aforesaid, and this defendant saw nothing in the conduct of said John A. or Henry W., nor has he knowledge of any fact indicating or tending to indicate, that said judg-

ment was entered up, or said sale made for any fraudulent or improper purpose, or for the purpose of hindering, delaying, or defrauding said complainants, or either of them, or of hindering, delaying, or defrauding any of the creditors of the said John A. This defendant, further answering, says that prior to such sale he had been in the employ of said John A. for the period of about 18 months, and that since said sale said Henry W. has established a store at Freeport aforesaid, and with the goods so purchased by him and other goods placed with them, and goods, wares, and merchandize, from time to time, since that time purchased by said Henry W. in the regular course of his business, the said Henry W. has since that time carried on, and now carries on, the mercantile business at Freeport aforesaid; that this defendant has been in the employ of the said Henry W., as his clerk at Free-
34 port aforesaid, during the time he has so carried on business there, and this defendant says that he has no reason to suppose or believe, and does not believe, that the said John A. has now or that he ever has had any interest whatever in the business so carried on by the said Henry W. at Freeport aforesaid, or that he has now or ever has had since said sale under said execution any interest whatever in said goods so purchased by said Henry W. at such sale, or which has since been purchased by him. And this defendant denies that since said sale under said execution said John A. has controlled the property so purchased at such sale, as charged in said bill of complaint.

This defendant, further answering, says that on the 8th day of February, A. D. 1858, a settlement was had by and between this defendant and the said John A. for and in respect to services theretofore rendered by this defendant to the said John A., and upon such settlement the said John A. was found to be indebted to this defendant in the sum of three hundred and thirty-seven dollars and five cents; and to secure the payment thereof the said John A. transferred to this defendant certain accounts and demands due to him, amounting nominally to the sum of three hundred twenty-two dollars and ten cents. And this defendant says that out of the accounts and demands so transferred to him he has collected the sum of two hundred and forty-four dollars and sixty-three cents, ($244 63,) and there yet remains due and owing from the said John A. to this defendant the sum of ninety-two and 42-100 dollars, with interest thereon from the time of such set-
35 tlement as aforesaid; and this defendant has no idea that he will ever collect said last-mentioned sum from the balance of said accounts and demands so transferred to him as aforesaid. And this defendant, further answering, says that the said balance of the above-mentioned accounts and demands, to all the property and effects of any name, nature, and description held by this defendant at the time of the filing of said bill of complaint, in which said John A. has any manner of interest whatever, nor has this defendant, except as aforesaid, any property of any name, nature, or description in his possession or under his control in which said John A. is in any way interested.

And this defendant denies all fraud and unlawful combination and confederacy wherewith he is charged in said bill of complaint, without this, &c. All which matters and things this defendant is ready and willing to aver, maintain, and prove as this honorable court shall direct, and he hereby prays to be hence dismissed, with his reasonable costs in this behalf most wrongfully sustained.

W. W. BIGELOW.

HOYNE, MILLER & LEWIS,
Solicitors for Def't Wm. W. Bigelow.

Endorsed: Filed Oct. 3d, 1862.

WM. H. BRADLEY, *Cl'k.*

On this day, to wit, the seventh day of October, A. D. 1862, came the said complainants, by their solicitors, and filed in the said clerk's office in
36 said entitled cause their replication; which said replication is in the words and figures following, to wit:

UNITED STATES OF AMERICA, *ss:*

Circuit court of the United States for the circuit and northern district of Illinois, in chancery sitting.

HORACE SEAVER AND AUGUSTUS SOMARINDYCK, ALBERT Plimpton, George A. Stephenson, John H. Stephenson, Stiles Frost, and Andoniram Remick, complainants,
vs.
JOHN A. BIGELOW, HENRY W. BIGELOW, AND WILLIAM Bigelow, defendants.
} Creditors' bill.

The replication of the above-named complainants to the separate answers of the above-named defendants, John A. Bigelow, Henry W. Bigelow, William Bigelow.

These repliants, saving and reserving unto themselves all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto, say that they will aver and prove their said bill to be true, certain, and sufficient in the law to be answered unto, and that the said answers of the said defendants are uncertain, untrue, and insufficient to be replied unto by these repliants, without this, that any other matter or thing whatsoever in the said answer contained material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true. All which matters and things these repliants are
37 and will be ready to aver and prove as this honorable court shall direct, and humbly pray as in and by their said bill they have already prayed.

E. S. SMITH, *Solicitor for Complainants.*

Endorsed: Filed Oct. 7, 1862.

WM. H. BRADLEY, *Clk.*

On this day, to wit, the thirteenth day of October, A. D. 1862, in the record of the proceedings of said court in said entitled cause, is the following entry, to wit:

HORACE SEAVER, AUGUSTUS SOMARINDYCK, ALBERT PLIMPton, George A. Stephenson, John H. Stephenson, Stiles Frost, and Adoniram Remick
vs.
JOHN A. BIGELOW, WILLIAM BIGELOW, AND HENRY W. Bigelow.
} Chancery.

On motion of E. S. Smith, esq., solicitor of the complainants, it is ordered that it be referred to J. Tilden Moulton, esq., master in chancery of this court to examine the defendants and to take proof of the allegations in the complainants' bill generally, under the rules and practice of this court.

On this day, to wit, the 14th day of January, A. D. 1863, came the parties, by their solicitors, and filed with the clerk of said court their stipulation in said entitled cause; which said stipulation is in the words and figures following, to wit:

38 UNITED STATES OF AMERICA:

In the circuit court of the United States for the eighth circuit and northern district of the State of Illinois, in chancery.

HORACE SEAVER AND OTHERS
vs.
JOHN A. BIGELOW AND OTHERS. } Creditors' bill.

It is hereby stipulated and agreed on behalf of the respective parties to the above-entitled suit, by their solicitors, that all the depositions and testimony heretofore taken in the case of Austin Summer and others against said John A. Bigelow and others, and still pending in said court, may be used and read in evidence on the trial of the above-entitled cause, subject to all legal and just exceptions and the right to examine William Bigelow if complainants so desire.

Dated at Chicago, Ill's, this 6th day of January, A. D. 1863.

E. S. SMITH, *Sol. for Comp'ts.*
HOYNE, MILLER & LEWIS, *Def'ts' Sol'r.*

Endorsed: Filed Jan'y 14th, 1863.

W. H. BRADLEY, *Cl'k.*

On this day, to wit, the 5th day of June, A. D. 1863, in the record of the proceedings of said court in said entitled cause is the following entry, to wit:

HORACE SEAVER, AUGUSTUS SOMARINDYCK, ALBERT PLIMPTON, GEORGE A. STEPHENSON, JOHN H. STEPHENSON, STILES FROST, and ADONIRAM REMICK
39 *vs.*
JOHN A. BIGELOW, WILLIAM BIGELOW, AND HENRY W. BIGELOW } Chancery.

Now comes the complainants, by E. S. Smith, esq., their solicitor, and on his motion this cause is set down for hearing on the bill, answers, replication, proofs, and exhibits on file.

On the hearing of said cause the complainants read in evidence the following testimony, viz:

Depositions of Abner French, taken at Boston, Massachusetts, before George T. Angell, commissioner, on the 9th day of December, A. D. 1862, and also the deposition of Carlos Pierce, taken at said place before said commissioner, on the 12th day of December, A. D. 1862, on behalf of complainants in said cause.

The said Abner French, being first duly sworn according to law, doth depose, testify, and say in answer to the several interrogatories as follows, to wit:

Interrogatory 1st. What is your name, age, occupation, and place of residence?

Answer. Abner French; I am forty-seven years of age; merchant; and I reside at Watertown, near Boston, Massachusetts.

Interrogatory 2nd. Do you know the parties plaintiff and defendant in the caption to these interrogatories mentioned, or either and which of them, and how long have you known them, respectively?

Answer. I have for several years had a slight acquaintance with
40 Albert Plimpton and John H. Stephenson; I have known them merely as merchants in Boston; the other complainants I do not remember to have known; I have known John A. Bigelow since a conversation I had with him in 1859; the other defendants I do not know.

Interrogatory 3rd. If you know the parties complainants and defendant above named, or either of them, answer whether or not you know or remember anything about a levy under execution made at Freeport, Illinois, on a stock of goods belonging to the defendant John A. Bigelow; if yea, state all you know about it. How and from whom did you acquire your information in relation thereto? By whom was the levy made? In whose favor was the execution under which the levy was made? What was the amount of the demand in the execution? When was the levy made? When and where did you acquire your information as to the fact that a levy had been made? In whose possession and where was the stock of goods levied on at that time?

Answer. I do know about that levy. I acquired my information from John A. Bigelow in a conversation with him at his house, in Freeport, Illinois. It was, I think, in the last of 1859 or first of 1860; I was then in the employment of Pierce Brothers & Flanders, of Boston, and called upon John A. Bigelow to obtain a settlement of their claim against him. He stated to me that he was not then in condition to make a settlement, but hoped to be soon; that the property had all been placed in the hands of his uncle, Henry W.
Bigelow, for the benefit of his creditors, and that it was the under-
41 standing when he placed it in his uncle's hands that it should be applied for the benefit of his creditors; that he so placed it in his uncle's hands to prevent his creditors sueing and wasting the property; that he had laid out a large amount of property in a house, and that it had embarrassed him; that he hoped very soon to be able to pay his creditors at least fifty cents on the dollar. He said the property all belonged to him and that the creditors should have it, and that the note given to his uncle, upon which judgment was obtained, was given to secure all the creditors alike. I understood the levy to have been made by his uncle, Henry W. Bigelow, that the execution was in his favor. I do not remember the amount of the execution nor when the levy was made. I acquired my information at the time and place before stated. I understood that the goods were retained in the same store, but were in the possession of Henry W. Bigelow. I called on John A. Bigelow in the evening at his house.

Interrogatory 4th. If you answer the 2nd and 3rd interrogatories above in the affirmative then answer, did you at any time have a conversation with the defendant John A. Bigelow about said levy and about a judgment note given by him before that time? If yea, state fully and at large all he told you, and when such conversation was had; who, if any, were present at it; and if he told you, state when was said judgment note made; in whose favor was it; what was the amount of it; what was the consideration of said
note and the object, if any, for which it was given. Had judgment
42 been entered upon it? And if so, by whom? State fully all that the defendant John A. Bigelow told you in that conversation about said note and the levy; and also what, if any, connection said judgment note had with said levy.

Answer. I had a conversation as before stated. I have stated the substance of all he told me so far as I now recollect. The conversation was at the time before stated, at the house of John A. Bigelow, at Freeport, Illinois. There was no one present that I recollect, unless there might have been a child with him, and I am not sure of that. I understood him that the judgment note was made previous to the conversation, but don't think he stated the

precise time. It was in favor of his uncle; the amount I think he stated at several thousand dollars. Its consideration and object I understood him to be to protect the creditors equally. I understood judgment to have been entered on it by his uncle, and levy made a long time before. I believe I have stated the conversation so far as I recollect.

Interrogatory 5th. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause or either of them, or that may be material to the subject of this your examination or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

Answer. He stated to me that his stock of merchandize was some thirteen or fourteen thousand dollars, and that he should be able to offer the
43 creditors fifty cents on the dollar very soon, I think. He stated that his uncle's claim was about two thousand dollars.

ABNER FRENCH.

Deposition of Carlos Pierce.

The said Carlos Pierce, being first duly sworn according to law, doth depose, testify, and say in answer to the several interrogatories as follows, to wit:

Interrogatory 1st. What is your name, age, occupation, and place of residence?

Answer. Carlos Pierce; I am thirty-one years of age; a merchant, and reside in Boston, Massachusetts.

Interrogatory 2nd. Do you know the parties plaintiff and defendant in the caption to these interrogatories mentioned, or either and which of them, and how long have you known them respectively?

Answer. I have known the defendant John A. Bigelow some five or six years. Henry W. Bigelow I have known by sight only. Wm. Bigelow I don't know. Seaver, Somarindyck, and Frost I don't know. Plimpton and the two Stephensons I have known some 8 or 10 years.

Interrogatory 3rd. If you know the parties complainant and defendant above named, or either of them, answer whether or not you know or
44 remember anything about a levy under execution made at Freeport, Illinois, on a stock of goods belonging to the defendant John A. Bigelow; if yea, state all you know about it. How and from whom did you acquire your information in relation thereto? By whom was the levy made? In whose favor was the execution under which the levy was made? What was the amount of the demand in the execution? When was the levy made? Where and when did you acquire your information as to the fact that a levy had been made? In whose possession, and where was the stock of goods levied on at that time?

Answer. I do remember and know about such a levy. I acquired my information from John A. Bigelow. The execution was in favor of Henry W. Bigelow. I don't know what officer levied it. The amount of the execution demand I do not remember. I think I was in John A. Bigelow's store at Freeport, Jan. 29th, 1858. I think I obtained all my information relating to it from John A. Bigelow. The stock of goods levied on was in possession of John A. Bigelow on said Jan. 29th, 1858. I called at John A. Bigelow's store, in Freeport, in relation to a demand of our firm of Pierce Brothers & Flanders, amounting to some twelve hundred dollars. He then stated to me in substance and effect as follows: that in December, 1857, he had given a judgment note to his uncle, Henry W. Bigelow, upon the agreement and understanding with him that he should not enter up judgment for its amount unless a suit or suits should be brought by his creditors against him

45 John A. Bigelow, so that the whole stock could be protected from judgments obtained by creditors. He stated that he had been sued by creditors, and that then his uncle entered up judgment on his note or notes, and levied on his whole stock of goods, amounting to about thirteen thousand dollars. He said that his uncle would not sell the property at a loss to injure him, that the property would be bid in by his uncle at the execution sale, and that he would continue in the store selling as agent for his uncle, and that he would then offer his creditors a sum in compromise. He stated that his uncle would not have entered up judgment but for these suits, and that it was so understood between them, and that he should have all the benefits of the operation as though no sale had been made.

Interrogatory 4th. If you answer the second and third interrogatories above in the affirmative, then answer, did you at any time have a conversa- with the defendant John A. Bigelow about said levy, and about a judgment note given by him before that time? If yea, state fully and at large all that he told you about said levy, and also state when and where such conversation was had; who, if any one, were present at it; and if he told you, state when was said judgment note made; in whose favor was it; what was the amount; what was the consideration of said note and the object, if any, for which it was given? Had judgment been entered upon it? and if so, by whom? State fully all that the defendant John A. Bigelow told you in that conversation about said note and the levy, and also what, if any, connection said judgment note had with said levy.

46 Answer. I had such a conversation as before stated. I have stated in my last answer what he told me. The conversation was on Jan. 29th, 1858, in Henry W. Bigelow's store, as before stated. I don't remember any one being present; there was no one; it was at his desk. I don't know the date of the judgment note. It was in favor of his uncle, as he stated; its amounts I don't remember, tho' I think the amount of the note or notes was between four and five thousand dollars. I don't know the consideration of the note. Its object I understood from him to be to protect all his creditors equally. Judgment had been entered up by his uncle, as he stated to me. I believe I have answered the rest of this interrogatory in my last answer.

Interrogatory 5th. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause or either of them, or that may be material to the subject of this your examination or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

Answer. I examined his stock of goods at this interview, and satisfied myself that they would be worth to me more than fifty cents on a dollar of the aggregate cost of the goods; that is, more than fifty per cent. of thirteen thousand dollars. I then authorized and requested him to bid for our

47 firm at the execution sale fifty per cent. of their cost cash. I afterwards learned that at the sale Henry W. Bigelow bought in nearly the whole stock. This I learned from John A. Bigelow, and it was at my next call on him. John A. Bigelow then stated that he personally assisted at the sale, and that it was entirely satisfactory to him. He told me then that the stock sold for only about thirty-three per cent. of its cost. I reminded him of my offer of fifty per cent. He could and did give no satisfactory excuse, and his whole conduct satisfied me that the whole transaction was intended to swindle the creditors, and that he and his uncle had conspired together for that purpose. I told him this and a good deal more at that time, and assured him that if there was any law that could reach the case I would try it.

CARLOS PIERCE.

Report of evidence taken before J. Tilden Moulton, esq., master, in case of Austin Sumner *et al. vs.* John A. Bigelow, *et al*, and read in evidence in this case under stipulation heretofore filed herein; which said report of evidence is in the words and figures following, to wit:

In the circuit court of the United States of America, northern district of Illinois, in chancery.

AUSTIN SUMNER, JOHN R. KIMBALL, AND EDWIN O. TUFTS
vs.
JOHN A. BIGELOW, AND HENRY W. BIGELOW, AND HORACE Meach.

48 Pursuant to an order made in the said court in the above-entitled cause on the twelfth day of June, in the year of our Lord one thousand eight hundred and fifty-eight, wherein and whereby leave was granted by the court to examine the defendant John A. Bigelow orally before the master in chancery of the said court, and that said marshal be authorized and empowered to issue process to compel the attendance of said defendant before him for that purpose, I, J. Tilden Moulton, the master aforesaid, do hereby report that on the seventeenth day of August, A. D. 1858, I issued to the said John A. Bigelow a summons to appear before me, the said master, which was duly served, as appears by the return of said summons now on file in said court; that on the twenty-first day of August, in the year aforesaid, I was attended by Mr. Dewey as counsel for the complainant, and by Mr. Miller as counsel for the defendants, and by the said John A. Bigelow, the defendant above named. And the said John A. Bigelow was by me first duly cautioned and sworn to make true answers to such questions as should be put to him under the direction of the said master, and did thereupon, upon examination depose, testify, and say:

I reside in Freeport; am the defendant in this suit; I commenced mercantile business at Freeport for myself in 1851; I was three hundred dollars in debt when I commenced; had no capital; I was indebted to H. W. Bigelow for goods he had sold me before I went there. I was in the jobbing business in Yankee notions. I settled up with him when I went there,
49 and owed him three hundred dollars. I paid him that $300 00 in money after a couple of years. I think it was in 1855 that I paid him. I gave him my note when I settled with him for somewhere about $300 00; I think a little over. I got my first stock of goods of Arnold Bigelow. He is an uncle of mine, and brother of H. W. Bigelow. He was doing business at the time at 114 Lake street, Chicago. I don't know exactly what the amount of that stock was. I bought it at different times. I think the first stock I bought was about fifteen hundred dollars.

Int. 1. About when did H. W. Bigelow fail?

Ans. I think it was somewhere in 1856; in 1855 I guess it was; I am quite positive it was in the winter of 1856, three years ago this coming winter. I first commenced buying goods of other people than Arnold Bigelow. In 1852 I think it was that I first went to New York. Arnold Bigelow is doing business now in Chicago; was the last time I was down to the store; has been doing business ever since I came to the State. I think it was in 1849 that I first purchased goods of H. W. Bigelow. I think it was in 1854 the first I purchased of him up to the time he failed. I should think about fifty thousand dollars; it might not be so much as that; it might have been more. I made my last purchase of him the 26th day of December, 1855, I think it was. I disremember what the amount of that purchase was.

I settled at that time. I should think it was about five thousand
50 dollars, five or six thousand. That didn't close out his stock. We

balanced the account then and I gave him my notes to balance it; it was a little less than fifteen thousand dollars that I owed him then; that indebtedness was for the goods that I bought of him. I gave him my notes of hand—three notes, payable in one, two, and three years; I did not give him judgment notes at that time; it was about the 28th or 29th of December, 1857, that there was the first talk about giving him judgment notes. The conversation took place at his office; I think it was at Marshal's furniture store, on Dearborn street; I think it was the place where he had his office at that time; I came in here then to pay him what I could on the note that was then due—the second note; I paid him between twenty-one and twenty-two hundred dollars; then it left something like not quite three thousand dollars due on that note; there was not quite $5,000 00 to be due in January, 1858; I was then sued; had been in Freeport, and there was an execution out against me in the hands of the sheriff, and I had agreed with the sheriff to pay it in the life of the execution, and he held it and let it run and didn't make no levy. I told this to H. W. Bigelow; he said if my creditors were pitching into me he wanted I should secure his debt; I told him I couldn't do it very well unless I gave him him a mortgage on the stock, and I didn't wish to do that, but I told him that I would take up the old notes and give him a judgment note if he would let it run till I could pay it up. He said he would take it and wouldn't use it unless my other creditors commenced sueing me, and if they did commence sueing me, I must understand that he should immediately enter up judgment; I settled with him, took up the old notes, and gave him a judgment note, and went home.

51 2 int. Was there at that or any other time any conversation or talk between yourself and uncle in regard to his levying upon the goods if you were sued by other creditors, and bidding them off, or protecting them, so that there should be no loss or anything of that kind?

Ans. No, sir.

3 int. Do you know Carlos Pierce, of Boston?

Ans. I know a man by the name of Pierce that travelled through here, that I bought goods of, and I think his name is Carlos, but I am not positive about it; I think I had conversation with him about that time; I think I saw him about the time our store was shut up, afterwards, after it was shut up, but am not positive about it; I don't know H. M. Day, who travels for Rockwell, of New York; I may have seen him some time, but then I have no recollection of any such a man; I don't recollect talking with any agent of Mr. Rockwell about that time; I talked with so many of them at that time that I have no distinct recollection of them unless I was personally acquainted with them.

4 int. Did you not state in substance to Mr. Pierce at that interview that your uncle would not sell the property at a loss to injure you, but that the property would be bid off by your uncle, and that you would go into the store as his agent and sell the property?

52 Ans. No, sir; I never made any such statement to any man.

5. int. Did you not state to H. M. Day, in substance, that at the time the judgment note was given it was given with an agreement and understanding that in case you were sued your uncle should enter up judgment and protect the stock, and that you should have the benefit of the sale of it, over and above his debts?

Ans. No, sir; I never made any such statement to any man.

6. int. Didn't you make such a statement in substance to others who came to see you about the debt you were owing?

Ans. No, sir; I had no right to make any such statement, and if I had made it, I should have lied. The levy of this execution was made somewhere about the middle of January, and the sale about the first of Febru-

ary, I think, and the sale amounted five thousand and fifty dollars, or thereabouts. Most of the goods were bid off by H. W. Bigelow; the biggest part of them. There was about twelve thousand dollars of the goods at New York cost at the time the levy was made.

7 int. Did Mr. Pierce, at the interview, tell you, in substance, that if the goods were to be sold, he would give fifty cents on the dollar, if he knew when the sale was, or authorize some one to bid it for him?

53 Ans. I think that he did; I think he said he would be back in a day or two; I think he knew then when the sale was to be, but am not positive; that was all he said about it; I think he was in a hurry at the time. Ah, he said he had a store somewhere south that he had taken, and he wanted to be there to bid on the goods; I told him I wished he would, for I wanted them to bring all they could; that the times were hard, and there was very little money, and I was afraid that they wouldn't bring me half what they cost, or that they wouldn't sell for half what they cost. That was the substance of the conversation as near as I can recollect. I believe the sale was not postponed; I did not ask my uncle to postpone it; the reason that I didn't try to get my uncle to postpone it was that times was getting worse and worse and money less and less, and I thought that if they had got to be sold the sooner they were sold the more they would fetch. I assigned a part of my notes and accounts to H. W. Bigelow and a part of them to D. A. Hyde & Co., by written assignment after the sale was closed up; I think it was before the sale was closed up; the day the sale was finished; I am not positive; it was either the day the sale was finished or the day before. I assigned to D. C. Hyde & Co. about $2,000 00 for the notes they held against me; their debt against me was about $900 00; the $2,000 00 were mostly accounts; they were put into the hands of Sweet & Hibbard; I don't know exactly what they have collected on them; some two hundred dollars or about that; the balance is in their hands; I assigned to H. W. Bigelow about $2,000 00 towards the balance of the execution; there wasn't enough; they were

54 left with Sweet & Hibbard for collection; I don't know how much has been collected on them; something like four or five hundred dollars; I understood Mr. Hibbard the other day I asked him; that is all the notes and accounts I had; I had a few little bills left amounting to sixty or seventy dollars, not to exceed a hundred dollars; there was some notes and accounts that I turned over to the boys in the store, some six hundred dollars, I guess, for what I owed them.

I made some seven hundred dollars—six or seven; should have made it if I hadn't lost it on the patent roofing the year before I failed. I have had to do them most all over this year. I worked to get the means to re-cement them this year. I put a roof on for William Waldo this year, and he put me up a small house to pay for it. His job of roofing came to a little over $200. I am to pay him in addition to that for building the house not quite a hundred dollars, I believe. It is built on my land in Freeport. I have a family. I put on two other roofs besides that, that come to about $60. To get the materials I borrowed a hundred dollars of my brother, and then I bought materials as I did the work when I got something for it. I put on a roof for John S. Emmert; I think it was somewhere about $40; I took it in hardware, nails, &c., and some I used for the house. It put one on for H. W. Griswold for about $95; took it in groceries for myself and hands. Put one on for Byerly for about $78; my hands that worked for me got that in furniture. Put one on for Frank; it was $49; I think took that in money. Put one on for a man by the name of Smith for about $44; took that in money. Put one on for a man by the name of Carreger, for, I

55 think, $90 in money—$90 or $91; took that in money as far as the work has gone. Put one on for Brawly; I think that was something

like $16 in money. Put one on for Halderman; I think that was $55 in money. Put one on for Coats; that was about $55 in money. Put one *one* on for Schwarts, $62 in money. I put one on for a man in Galena; I don't know what his name is; I think this was $60—something like that—in money as far as the work has gone. I think that is all; I am not positive, though. I have got, I guess, about $100 owing to me when I get the work through. I had $25 that I borrowed of Blanchard to get here with. I don't know what the house and lot is worth. I suppose eight or nine hundred dollars. There is a trust deed on it to Horace Meech for about $350 for borrowed money; that was on it before I failed. I have 160 acres of land in St. Croix County, Wisconsin, that is unincumbered unless it is for taxes. I cannot give a description of it. It cost me about $900. The title is in me. I have no interest in any other real estate with the exception of a lot in the grave-yard. I have no interest in any notes and accounts except what I have stated.

Cross-examined by Mr. Miller.

1 c. int. State in what manner the goods were sold on the execution in favor of Mr. Bigelow; how long a time the sale occupied, and whether there were other and how many at the sale, and fully as to the bidding at the sale as far as you recollect.

56 Ans. The sale was commenced Monday morning, February first, by the sheriff; he sold the goods in one piece with a privilege—the piece goods. The store was full of bidders most of the time. The sale was the first, second, third, fourth, and till noon of the fifth. There must have been $8 or $900 worth sold for cost, because the first execution was paid in cash. There wasn't anything knocked down on one bid while I was there. I think it was something like $13 or $14,000 that I owed, besides what I owed to Mr. Bigelow at the time I failed.

J. A. BIGELOW.

Subscribed August 21, 1858.

J. T. MOULTON, *Master in Chancery.*

And that on the twentieth day of February, A. D. 1861, a further order of the said court was made in the said cause, wherein and whereby, among other things, leave was given to examine the said John A. Bigelow and Horace Meach, defendants in the said cause, upon oath, and the said master was directed to issue process to compel their attendance before him for that purpose, and that service was had of a summons issued by the said master on the twenty-ninth day of May, A. D. 1861, on John A. Bigelow, one of the defendants, but that the said Horace Meach could not be found to have service of said summons effected on him, as will appear by the affidavit and return on said summons now on file in said court.

And that on the 30th April, 1862, I was attended by Mr. McKinnon as solicitor of the complainants, who produced to me Stephen G. Hooker, a witness on the part of the complainant, and Mr. Miller, solicitor for

57 the respondents, and the said Stephen G. Hooker was by me first duly cautioned and sworn to testify the truth, the whole truth, and nothing but the truth in the said cause, and did thereupon upon examination depose, testify, and say:

My name is Stephen G. Hooker; I am of lawful age; I reside in Chicago; I am salesman for Vandervoort, Dickerson & Co., wholesale metal house, doing business in Chicago.

In. 1. Do you know the plaintiffs and defendants in this suit, or either of them?

Ans. I know the defendants; I don't know the plaintiffs. I have known John A. Bigelow some fourteen years. I became acquainted with him in Erie County, New York. I have since known him here in Chicago and at Freeport, Ills. I have known Henry W. Bigelow since the spring of '58.

2. Did you ever have any business or other transactions with John A. Bigelow or Henry W. Bigelow? If so, what and where?

Ans. I did with John A. Bigelow. He gave me three promissory notes, of $500 each, payable in 1, 2, and 3 years from date. They were given in August, 1857. He was up to this time a confidential friend of mine. Was instrumental in getting me west. A man I know very well, and whose confidence I had. He corresponded with me before I came west. I do know of a levy under an execution made at Freeport, Ill's, on a stock of
58 goods belonging to John A. Bigelow, the defendant. I first received my information about it from John A. Bigelow himself. In the early part of the spring of 1858 he came to my house in Chicago. He said: "Hooker, I am in trouble. I have been crowded on some New York claims, and in order to secure my stock from execution I have given my uncle, Henry A. Bigelow, a judgment note, under his instruction, as I owed him from $2,500 to $3,000 for goods furnished me by him at Freeport. That he and his uncle had made a calculation and had made the judgment notes sufficiently large to cover his (J. A.) stock of goods at sheriff's sale." I then asked him if he was not afraid to trust himself in the hands of his uncle with all he had. He says "no, my uncle is sharp; will figure the thing through strait, and will protect me. He has always been my legal adviser since I have been west. You need not have any fears in regard to your notes. I may not be able to pay the first one at maturity, but as soon as we can make a settlement with my New York creditors you shall have your money. I have given you these points so that you may feel easy." On the same day I had a conversation with the uncle, having suggested to John A. Bigelow the propriety of seeing his uncle on the subject, as I was interested, holding the notes. I met them together on the west side, and was introduced by the nephew to the uncle as a particular friend and old acquaintance from York State. He said this is the man who holds the three $500 notes against me. The uncle then stated that I need not have any uneasiness in regard to the first note coming due in August, 1858;
59 that by that time they would get a settlement and be straitened up with the New York creditors, and John A. be back in the store; that John A. had written to him from Freeport stating that he was in trouble; that he had been out there, and looked into the matter and took a judgment note from John A. large enough to cover J. A.'s stock of goods; that John A. was indebted to him, but had paid up from time to time, receiving the balance to between $2,500 and $3,000; that John A.'s trouble was one of those things that had to be protected or that his New York creditors would have pitched into him and absorbed all his stock of goods, and that he (Henry W) intended to see John A. through; that he had two or three turns with the New York folks, and if they wanted to try him on again, to come ahead, he was prepared for them, but, says he to me, you must be very guarded in what you say; keep entirely quiet, and you shall have your pay as soon as we get a settlement and John A. gets agoing. He also said to me this is only done to effect a settlement and bring the New York folks to terms. You may rely I shall protect John A. I had another conversation with Henry W. Bigelow some time after. I think after the goods were sold. He rehearsed the same thing as in his former conversation mentioned above, but cautioned me more strongly to be careful what I said about the matter, as it would be largely to my interest for John A. to get a

settlement with the New York creditors. He also remarked to me in that conversation that John A. was a fool for ever telling me anything about the matter. The notes given me by John A. Bigelow I sold and transferred some time in the summer of 1858 without recourse on me, and
60 have no interest in them now whatever. In the conversation in the morning with John A., first mentioned above, when speaking of the New York creditors, John A. said that he had bought more goods than he otherwise should in the fall of 1857, but was advised by his uncle to go in and buy what he could, and if he could not pay he would see him through and would protect him. I think at that time Henry W. said that judgment had been entered up on the note, and that he was going out to bid in the goods. This was during the first conversation with Henry W.

STEPHEN G. HOOKER.

Subscribed this 30 April, 1862.

J. T. MOULTON.

FRIDAY, *May 2d*, 1862.

Examination resumed.—Stephen G. Hooker cross-examined by Mr. Miller, counsel for respondents.

C. int. 1. You say you sold and transferred the three notes given you by John A. Bigelow some time in the summer of 1858. To whom did you transfer them?

Ans. The witness declines answering any questions until he gets his fee.) He says: "You will not get any answer out of me, Mr. Miller, unless I get my fee."

Have you been paid your fee on the part of the complainant?

Ans. I have, but not for the whole.

61 C. int. 2. How much have you been paid?

Ans. I think twice.

C. int. 3. Have you been paid for your direct examination in this case?

Ans. Yes, sir.

C. int. 4. Do you decline giving any more testimony in this case unless the defendant also pay you?

Ans. No, unless it is not legal that I should have a fee.

C. int. 5. Are you ready to answer the above question now?

Ans. I think I am, as I have learned I have been brought here on a trap for the purpose of making my fees.

C. int. 6. What do you mean by the last clause in the above answer?

Ans. I mean I am legally entitled to a fee, but since I have got into the room Mr. Moulton tells me I am legally held without one. That is what I mean.

C. int. 7. When did you sell the notes of $500 each which John A. Bigelow gave you?

62 Ans. I think some time during the summer of 1858.

C. int. 8. What month? State your best impression.

Ans. My impression is that it was the latter part of June or former part of July. Still I would not be certain, as I have no papers about me now to serve as a memorandum.

C. int. 9. To whom did you sell them?

Ans. To Ira Foot.

C. int. 10. What did he give you for them?

Ans. He gave me money in part, and a part a balance I owed him. I was indebted to him a part.

C. int. 11. How much in indebtedness and how much in money?

Ans. I can't give the exact amount.

C. int. 12. State as nearly as you can.

Ans. In the first place, the notes were discounted from the face, and I disremember now how much. He was to give me credit for what I owed him and give me money, which he did from time to time, and take the notes in payment, which he did.

C. int. 13. How much money did he give you?

Ans. He paid a portion of it to my wife during my absence once or twice during the hard times, as I had to sacrifice everything I could.

63 C. int. 14. How much money did he give you? State as near as you can.

Ans. I have no means of knowing by me this morning. I have no means of knowing.

C. int. 15. How much indebtedness? State as near as you can.

Ans. My impression is now somewhere between one hundred and twenty-five and one hundred and fifty dollars. That is my present impression.

C. int. 16. Did you ever have any conversation with him, Foot, in regard to the condition of these notes, or of the maker? If so, state where and when such conversation took place and all that was said.

(Objected to by Mr. McLellan.)

Ans. It will be impossible for me to tell all that was said, 'tis so long ago. I disremember all that was said.

C. int. 17. Did you state anything to him? If so, state what you said as near as you can.

(Objected to)

Ans. My impression is that I told him what they were given for and the general character of the young man.

C. int. 18. State what you said as near as you can.

Ans. It would be impossible for me to rehearse any of the conversa-

64 tion that transpired at the time of the transfer of these notes further than I have said.

C. int. 19. You say in your direct examination in this case that on the same day you had a conversation with John A. Bigelow you also had a conversation with Henry W. Bigelow, his uncle; that you met them together on the west side. Where did you meet them?

Ans. On Madison street.

C. int. 20. Where were you going and where were they going?

A. I don't know where. Mr. Bigelow, the young man, was in the buggy with me. We were going up to a building I was then building near where he, the old gentleman, lived at the time.

C. int. 21. During what month was this, and what part of the month?

Ans. My impressions are now that it was some time in January or February, 1858. I can't state now what part of the month; I have no means of knowing.

C. int. 22. Is there any circumstance that occurred at that time, or about that time, which would fix the time in your memory?

Ans. No, from the fact that I drove over the same road every morning. I was building a building up in that neighborhood.

65 C. int. 23. Prior to that day had you heard that John A. was in in any trouble?

Ans. I think he had written me that his New York creditors were urging him.

C. int. 24. Had you heard of it in any other way?

Ans. Not that I now remember.

C. int. 25. Had you seen John A. prior to that day and had any conversation with him respecting his troubles?

Ans. I think not. That is my recollection now.

C. int. 26. What time of that day did you first see John A. and where?

Ans. In the morning, at my house.

C. int. 27. Who was present at the conversation you had with him at that time?

Ans. I think my wife and children were in the room.

C. int. 28. Who was present at the conversation you had the same day with Henry W. Bigelow, and when John A. Bigelow was present?

Ans. No one but us three. He was in the buggy with me. The old gentleman was alone.

C. int. 29. State particularly where this last conversation took place.

Ans. My impression is just above Bull's Head, between Bull's Head and the old gentleman's house.

66 C. int. 30. Go on and state all that was said by you and each of you at that time as fully and particularly as you can.

Ans. John A. says, "Uncle, this is Mr. Hooker, an old acquaintance of mine, an old schoolmate from York State and a confidential friend of mine, and the man to whom I gave those three $500 notes." He also says, "He is feeling somewhat uneasy about it, seeing me in the trouble I am in, and I have giving him some of the facts of the matter to satisfy his uneasiness." This is the import of his words, I think near the words themselves, and says, "I have the most confidence in telling him how I am situated, as he has long been a confidential friend of mine." The old man says, "Oh, yes, Mr. Hooker; there is no trouble about your losing your notes. A. J. will be all right in a short time, I hope. He says, the New York folks are crowding him some, and I have been compelled to step in to secure the balance he owed me, somewhere between $2,500 to $3,000, for goods I let him have from time to time when he went to Freeport. He has paid up a portion from time to time, leaving about this balance. I have been out and looked the thing over and taken a judgment note, probably large enough to cover the entire stock at sheriff's sale. This," he said, "Mr. Hooker, must be a confidential matter, as it is to your interest that Arlington must be assisted and kept good." "Oh, yes," I said, "I fully understand that." Young Bigelow says, "Hooker, you know we were boys together." The old man says, "I have had one or two turns at the New York folks. If they think they can beat me now let them come on. I guess we are prepared for them."

67 There were several remarks of the same kind made in a boasting way. I disremember everything that was said. That was the import of the language. The old man then said to him, "Were are you going?" He told him where he was going. He said he wanted to see him that day. I concluded from what he said he had sent for him to come in.

C. int. 31. Go on and state fully and particularly all the conversation had with John A. Bigelow at your house that morning.

Ans. He came there early in the morning; I think about the time we were at breakfast, perhaps before, took a chair and sat down and says to me, "Hooker, I suppose you got my letter about being in trouble about my New York claims and so on." He says, "Now what do you think about your first note?" I told him I thought it looked rather hard if the New York folks went on and sold him out and used him up. I think I asked him how much he would give for them, in a joking way. He then says, "Hooker, you need not give yourself any uneasiness about the notes. I thought I would come up and see you and give you a few of the points. The whole thing is all right, I guess. My uncle, Henry W., has been out, and we have fixed up the thing so that it will win." I think that was about the words he used. He says, "When I went to Freeport I owed my uncle for some goods he let me have, and I have been paying him along from time to time, diminishing the indebtedness to about $2,500 or $3,000, or thereabouts." He says, "We

have looked the thing over, and I have given my uncle a judgment note probably large enough to cover the stock at sheriff's sale." He says,
68 "He is an old hand at it. He understands these things and will see me through straight. He has always been my legal adviser since I have been west." He says, "He used to furnish me goods to peddle from Chicago." He says, "The old man understands his business. If the New York men beat him they have to get up early." I then asked him if he wasn't afraid to trust himself in the old man's hands with all that he had. He says, "No; I think the old man is the best friend I have got west. I have acted under his advice, and shall continue to do so, and let him manage the thing." I said to him, "Arlington, I am going up on the west side this morning. I would like to see the old man myself with you." He says "Very good; I want to go up there." I hitched up my horse, we got into the buggy, and we drove up Canal street into Madison street. Arlington says, "There comes uncle now," and we met him in the road. That is the substance of the interview between the young man and me that morning.

C. int. 32. Is that all you recollect of this conversation? If you have left anything out, state it.

Ans. There was a good deal said that I disremember in a bragging way, how they were going to euchre the creditors.

C. int. 33. Was anything said in either of these conversations as to the sale, as to how the goods at Freeport were to be disposed of? If so, which of them?

Ans. I think they both said the same day I saw them both to-
69 gether that there would probably be a sheriff's sale, and the old man would go out there and bid them in. I think they both said so at different times.

C. int. 34. Did you have any conversation with Henry W. Bigelow after that day? If so, when and where, and who was present at such conversation?

Ans. I did. I can't tell exactly what time; some month or more after this took place on Lake street. No one was present but he and I. I met him on the street.

C. int. 35. State all that was said at that conversation.

Ans. I could not state all that was said. I think the substance was, I think he said the goods had been sold. He then rehearsed a portion of the conversation he had first had with me, and charged me particularly about not saying anything about it. He said young Bigelow was a fool for saying anything to me about it in the first instance.

C. int. 36. State what portion of the first conversation he repeated to you at that time. State what he said, as near as you can.

Ans. Well, I can't give what portion of the first conversation he said at that time word for word. I disremember; 'twas a short conversation. I remember taking particular notice of his being displeased at the young man having said anything about it.

70 C. int. 37. Were you examined as a witness with reference to the same matter that you have testified to on this occasion before L. C. Paine Freer, esq., in March, 1860, in a suit depending in the circuit court of Cook County wherein Ira Foote was complainant and John A. Bigelow and Henry W. Bigelow were defendants, and does the paper now shown to you contain your deposition taken on that occasion?

Ans. I presume it does, sir. I see my signature attached to it. I was examined as a witness before L. C. Paine Freer, esq.—I don't know what court or what month—in that suit.

C. int. 38. Have you got the letters said John A. Bigelow wrote to you prior to the conversation in Jan. 7, 1858? If you have, will you produce them that they may be attached and made part of your deposition in this case?

(Objected to, for the reason that the witness has not stated the conversation was had in January, 1858.)

Answer. I don't know that I have the letters. If I have them I will produce them.

C. int. 39. Did you on the 28th Jan'y, 1858, write the letter to J. A. Bigelow now shown to you, marked Exhibit "1," a copy of which is hereto attached, marked Exhibit 1.

Ans. Yes, I did.

C. int. 40. Whom did you mean by the phrase, in that letter, "Oald Uncle."

71 Ans. Well, I suppose I had reference to this same man. I had heard indirectly that the old man and Arlington was figuring about the stock of goods, and it might have been from the letter received from Arlington. I did not know the old man; probably at the writing of that letter I knew him by sight.

C. int. 41. A few days after you wrote this letter did you not see John A. Bigelow in Chicago, and did you not go with him to the office of Cornell & Jameson, in this city, and did you not there meet a lawyer by the name of Hibbert?

Ans. I can't state whether I saw him at any such time or not, either before or after.

C. int. 42. Do you recollect of ever going into an office in Chicago with him?

Ans. I do; but at what time I cannot say. He said they were his lawyers?

C. int. 43. State about the time, as near as you can, and whether it was before or after the conversation you had with John A. and Henry W. together.

Ans. I have no means of knowing whatever what date it was. I entirely disremember when that was.

C. int. 44. State what you went to the office with him for.

72 Ans. I do not remember. I used to run round with him when he was here. He was frequently at my house. I can't state whether it was before or after the conversation had with John A. and Henry W. together.

C. int. 45. Did he not propose at that time to surrender to you the patent right for which these notes were given and to return the notes?

(Objected to as too indefinite.)

Ans. He might have made that proposition at some time, the date I don't know.

C. int. 46. Did he make such a proposition to you? and state if you have any recollection on the subject.

Ans. He might of made such a proposition. I have no recollection of it or at what time.

C. int. 47. Have you any recollection on the subject?

Ans. Nothing definite; no, sir.

C. int. 48. Have you any recollection whatever on the subject?

(Objected to.)

Ans. He might at some time have suggested to exchanging back and give up the notes.

C. int. 49. Do you know that he did make such a proposition to you and that it was defeated in consequence of a suit having been commenced against him?

(Objected to.)

73 Ans. I disremember the circumstances.

C. int. 50. Did you write that letter to John A. Bigelow on the 12 August, 1858, now shown to you and marked Exhibit "2," a copy of which is hereto attached, marked Exhibit "2."

Ans. I did.

C. int. 51. Do you know Henry H. Beals?

Ans. I do; yes, sir.

C. int. 52. Did you know him in 1858 and 9.

Ans. No, sir. He was in Arlington Bigelow's employ at that time. I knew him slightly in 1857.

C. int. 53. Did you not some time in the month of January, 1859, or the early part of 1859, or the latter part of 1858, in the city of Chicago, have a conversation with said Beals in which you asked him substantially if he thought John A. Bigelow would pay you those notes, and in which he replied that he did not believe that Bigelow would pay the notes, because the patent roof was not as you had represented it to be, and in which you then said that you either had or would put the notes out of your hands so that Bigelow could not plead no value; and in which conversation Beals told you that he did not believe you would collect a judgment against Bigelow, for he did not believe Bigelow had property out of which a judgment could be collected?

(Objected to.)

Answer. I can answer as to the conversation with Mr. Beals, but not as to dates. I met Mr. Beals on the street. He says to me, how goes
74 the roofing business? I hardly recognized him at the time. I then said to him, I am not in the roofing business. He said, Bigelow and I have done a large business in Freeport. I said, I am glad to hear it; Bigelow has been very unfortunate; I hope he may make something out of that affair. I says, has he made any money there? He says, yes, we have done quite a number of thousand dollars' worth; I think ten or twelve. I then said, he will be able to pay those notes he gave me; I have sold them; they are out of my hands, so that he will have to pay them if he is ever worth the money. He answer'd and says, the man who holds them will have a glorious time in getting his money, for his old uncle here in Chicago has got him where he can manage him; he controls all of his property, so Arlington tells me. I then told him I had nothing to do with the notes; I was glad to see Bigelow doing well.

(Answer objected to by Mr. Miller.)

The last above question was again read to the witness, to which he answers as follows:

Ans. I had conversation with him in Chicago at some date. I have already answered what the subject-matter of that conversation was.

The above question is here again repeated to the witness, and he is requested to give a direct answer thereto.

Ans. I answer that I did not have any such conversation with said Beals as is set forth in the question.

C. int. 54. On the occasion, as above mentioned, where you were
75 examined as a witness before Mr. Freer were not the following questions put to you on the part of the complainant in said suit, and did you not make the following answer thereto:

"1. What is your name, age, occupation, and residence, and do you know the parties to this suit?

"Ans. My name is Stephen G. Hooker; I am 38 years of age; am an insurance agent, and reside in Chicago. I have been a builder; I know the complainant, Ira Foote, and the defendants, John A. Bigelow and Henry W. Bigelow.

"2. Did you see John A. Bigelow in the latter part of December, 1858, and have conversation with him in regard to certain notes? If yea, state said conversation.

("Interrogatory objected to so far as Henry Bigelow is concerned.)

"Ans. I did see said Bigelow in the latter part of December, 1858, and had conversation with him in regard to notes. I met him at the Tremont House. The conversation commenced in regard to his anticipation of trouble. He said his New York folks had been writing him, and he had been writing them, and he was trying to stave them off and they were pursuing him for an arrangement of his matters; that he was trying to have them hold on and give him time. He said that he did not know but that they would pitch into him and use him up; that he was afraid they would; but he said he had one resource if they made battle with him or sued him, (that was the import,) that he had an uncle that he should rely upon in case of
76 trouble. I at that time held three $500 notes against him, and I said to him at the time, you must make some arrangement so that I wont lose what you owe me. He then said, you need not have any fears of losing your claim against me, for I will see you righted; for, said he, if worse comes to worse, I have got resources that I can flee to to manage my business. Now, says I, what are they? How are you to manage if these parties come on and sue you at once? Well, said he, I will tell you. Said he, when I went out to Freeport and commenced trading there I had some goods of an uncle of mine; and, said he, I have been paying him from time to time, and there is a small balance due him, and if I can't succeed in arranging my matters with the New York folks, I shall put myself in his hands and let him figure the thing through. Well, said I, look out that you don't get uncled out of what property you have got. Well, said he, I am not a particle afraid of that, for, said he, he has always been a warm friend of mine, and I am willing to trust myself in his hands. Says he, you need not have any fears in regard to your notes. That was about all in regard to business matters. There might have been other things said, but that was about the import of the conversation in regard to the notes.

"3. When did you next see John A. Bigelow, and what conversation, if any, was had with him in regard to his business and the payment of said notes?

"(Int'y objected, so far as H. W. Bigelow is concerned.)

77 "Ans. I next saw him in the latter part of January, 1858. He came to my house in the morning and said that he was in trouble, that his New York creditors had commenced to crowd him—pitched into him, and I think he said sued him. I don't recollect exactly. I am quite confident he said sued him. Well, said I, how are you going to manage now? Well, said he, I will tell you. Said he, you are an old friend of mine and I will tell you the whole thing. He then went on related a similar statement in regard to owing his uncle a balance on the goods, and, said he, there is some between $25,000 and $3,000 due him, and says he, as soon as I found out that I was going to have trouble with them, I either wrote or telegraphed (I forget which he said) to my uncle and told him what I anticipated, and, said he, that day or the next day I came in and was with my uncle two or three days making the arrangements, and, said he, my uncle has made me give him judgment notes for enough to cover the stock under a sheriff's sale, if they have to be sold; but, said he, we are in hopes they will not have to be sold, after the New York men find how we are situated, and, said he, I have not any idea that the goods will have to be sold, and my uncle thinks so too; and, said he, if I can get a settlement with my creditors without having the goods sold, I can make a good thing out of it, because, said he, you know that everybody is going up nowadays, and if they find a man can't pay they will settle with him for 25 cents on the dollar; but, said he, I do owe my uncle something and they never will know but that I owe him the full
78 amount of the notes. And, said he, the old man says (meaning his uncle) that he has not any doubt that this will bring them to terms

at once the minute they see how we are situated, but said for God's sake you must not say a word about this to nobody, for, said he, if you wern't an old acquaintance of mine, and did not hold that paper, I should not say anything about it, but, said he, I want you to feel secure and know how I am situated. Well, said I, that is fair and honorable, but, said I, I am afraid that some of them will get the advantage of you and cheat you out of the property you have got. He said there was not any danger about that; the old man has been a friend to me and has helped me along when I used to peddle goods here through the country; said he, he has had a big experience, I am not at all afraid to trust myself in his hands; said he, they can't beat him; said he, he has had one or two turns (or two or three, I am not certain which he said) with these New York folks, and, said he, they are as afraid of him as they be of the Devil. Why, said , did you not ever hear of his trouble with the New York folks here a year or two ago. I told him I never had. He then went on and related something of that transaction; I don't exactly remember what it was; the purport of which was the old man beat them out of about so much money, mentioning the sum, which sum I don't now recollect, and, said he, they will very soon come to terms when they find out he is a figuring at this. Well, then, said I, Arlington, if this is all so, you may be able to figure the thing through, but, said I, you have a sharp man after you, (he had previously told me that E. S. Smith had one
79 of the claims.) Says he, I don't care a damn for E. S. Smith; said he, I have been studying law for several weeks; said he, the old man and I have got everything all arranged so, we think, the thing will work to a charm. Now, said he, I would like to have you see the old man to satisfy you, for, said he, I see you feel a good deal uneasy about losing your claim, your notes. I told him very well, I would like to do so. Said I, where does he live. Well, said he, he lives on the west side. I then asked him how far out. He said he lived out on Madison street, beyond the Bull's Head. Well, said I, I have got to go out there this morning. I have got a contract to build a house out there. I have got to go out there, and, said I, if you will get in my buggy and go out with me we will go there. He consequently got into my buggy. We came down town from my house, and was here awhile; we then drove up Lake street to where my job was, between Lake and Madison, just north of Col. Hamilton's. We were detained there some time, I was, and we then left the house and started to go out on to Madison st. Said I, where does your uncle live? He pointed over and said he lives in that one-and-a-half story house, nearly opposite of Col. Hamilton's, a little west. Said he, let us drive around there and go in. I said to him, no, it has got to be so late; I am satisfied in regard to the matter; we will let the matter go. We then drove down Madison street, and in a few minutes Arlington said there comes the old man, now we will have a talk with the old man, sir.

80 "4. In the answer to the last interrogatory as to where you next saw John A. Bigelow, you say in January, 1858. Do you mean January, 1858 or 1859?

"Ans. I mean January, 1858. (The counsel for complainant here stated to witness, you say you saw John A. Bigelow first in December, 1858.) I now say it was in January, 1859.

"5. At the time you and said John A. Bigelow met the said Henry W. Bigelow, mentioned in your answer to the 3 interrogatory, was there any conversation had between you and the said John A. and Henry W., in regard to John A.'s business and your said notes? If yea, state fully that conversation.

"Ans. There was a conversation between all of us in regard to that matter.

We met in the street, both stopped; John A. says, Uncle Henry, this is Mr. Hooker, who I gave those three notes to for the patent right. The usual salutations between two men passed. Then John says, Mr. Hooker was formerly from Springville, New York; says he, where we are all from; said he, he was a young man and associate with me, and says he, he is afraid I am getting into trouble, when I shall never pay those notes; said he, I have been telling him I wanted him to see you, and, said he, I have told him some of our arrangements. The old gentleman then replied: O, said he, there is no fears in regard to Arlington; said he, he is all safe enough; said he, he will be all reinstrated in a few months, as soon as we can get a
81 statement with those New York parties; said he, you need not have any fears in regard to the matter, Mr. Hooker, Arlington will pay you your notes says he, he owed me between $2,500 and $3,000 on goods that I have let him have; but, said he, I had no fears but that Arlington would pay it if the New York folks would let him alone; but, said he, I see that the New York folks were going to use him up, and I had got to take hold of him to save him, and, said he, I have made him give me some judgment notes, that will probably cover the stock, if they have to be sold at a forced sale; but, said he, we are in hopes they wont have to be sold; as soon as they find out how it is situated they will settle and he will be back in his store in a few months. Then I, in a laughing way, remarked, perhaps you will become responsible to me for the claim. He said, no, there is no necessity for that, Arlington is worth just as much money as he ever was, as soon as he can get out of this snap; said he, you hold on to your notes and say nothing about it, keep perfectly quiet and you will get your pay. Well, said I, when was this money due that Arlington owes you? Well, he said, they were instalments. I don't recollect when they were due. I recollected the amount at the time. The way I recollected the amount was that I had been told the amount two or three times by the young man and I saw that the two statements corroborated. I then referred to a claim being in E. S. Smith's hands. He said he wasn't afraid of any of them, he had had some experience and if they beat him they would not have another one to beat; but, said he, there is no danger
82 of that, you hold on to your notes, keep perfectly still and quiet, and you will get your pay. That was about the import of the conversations.

"The witness here desires to correct some dates in the depositions foregoing. My first interview with John A. Bigelow was in A. D. 1857, and my second interview, at which time I saw the uncle, (Henry W.,) was in January, 1858.

"*Cross-examined—Direct examination resumed.*

"1. Were you not interested with Mr. Foot a short time in a sash and door factory?

"Ans. Yes about the time we built that house together, Foot, Sexton, and myself bought a sash factory together. It was immediately sold.

"2. Was the house you were building at the time you and John A. went to see Henry W. Bigelow nearly finished.

"Ans. Yes, I think the roof was on and that we were at work at the inside.

"3. Was it a large or small job?

"Ans. All the carpenter work.

"4. What work did you do on that job.

"Ans. It was a 21 by 36 two-story brick house; about those dimensions.

"5. Explain why you wrote the letter marked Exhibit 1.

("Int'y objected to by def. sol'r.)

"Ans. Well, he had been in here and told me that he anticipated
83 trouble, and did not know but that his store would have to be shut up, that there were several parties after him, and I did not know but some of them had pounced on him and closed him up.

"6. Explain why you wrote the letter marked Exhibit 2.

"Ans. I had always promised him that I would hold the notes, if it was in my power, and I never did let him know that I had sold them, and he had always promised me that he would pay a portion of the first note when it matured."

Answer. The foregoing questions were put to me and the answers given as written out.

C. int'g. On the same occasion were not the following questions put to you on the part of the said defendants in said cause, and did you not make the following answers thereto:

"1. Three notes you say you held against John A. Bigelow. What were they given for?

"Ans. For a roofing business, some material on hand, and the patent right for the plan of roofing.

"2. What was the amount of those notes?

"Ans. Fifteen hundred dollars.

"3. What did you do with them?

84 "Ans. I sold them to Mr. Foot, the complainant herein.

"4. When did you sell them?

"Ans. In the spring of 1858. I don't recollect exactly the time.

"5. What did he give you for them?

"Ans. He was to give me eight hundred dollars.

"6. When?

"Ans. I had had money of him during the winter previous to his taking the notes. When he took the notes it was the understanding that he was to be all owed what money I had had, and that he was to pay the balance right away. I think I had had somewhere in the neighborhood of $300. I forget the amount now. I went to him in the spring of 1858, for more money, and he then asked me if I had anything to secure him, and I told him I had those notes, which I got showed to him, and told him how they were situated. He took the notes.

"7. Was that the first time you ever said anything to him about taking those notes?

"Ans. Well, I don't recollect.

"8. Did he let you have any money at that time?

"Ans. Yes.

"9. How much?

"Ans. I have forgotten.

"10. Was that all that was said at the time he took the notes with
85 reference to his taking them?

"Ans. No, I told him that I had told John A. that I would hold on to the first one; that he should not be sued on the first one until the second one was due. I told him I wanted him to hold them till it was due; that I thought he could get a settlement with his creditors, and get out of his trouble. He said he thought he would not sue him till the second note was due. There was nothing else said that I recollect now. I don't know but I may have told him the shape John was in in his business, what John had told me; I don't recollect whether I did or not.

"11. When did he next let you have any money?

"Ans. I can't tell the dates at which I had money of him without referring to my book.

"12. How long after this interview, when you delivered the notes to him, was it that he let you have money again, the next time?

"Ans. Well, a few days, within a week perhaps.
"13. How much did he let you have then?
"Ans. I can't recollect, sir.
"14. When was it?
"Ans. That I could not say
"15. How long was it before he let you have money the second time
86 after you let him have the notes?
"Ans. It would be impossible for me to tell without referring to my account.
"16. Did he let you have any money the second time?
"Ans. Yes, sir.
"17. How much?
"Ans. As I said before, it is impossible for me to tell without my account.
"18. When and where was it?
"Ans. As I said before, it would be utterly impossible for me to say.
"19. Did he let you have any the third time after this interview?
"Ans. I think the last was paid in August. I can't tell anything about it whether it was the third time or fourth time.
"20. Where was it he paid you the last?
"Ans. That I don't recollect; he had no office, and he paid sometimes in one place and sometimes in another.
"21. Did you give him any receipts from time to time for the money he paid you?
"Ans. Yes.
87 "22. Did you give him receipts for all the money as it was given to you?
"Ans. I think not for all the money, though I don't recollect whether I did every time or not.
"23. Can you recollect for what sums you gave him receipts, and for what you did not give him receipts?
"Ans. I cannot.
"24. Do you recollect of any sum for which you gave him a receipt? If so, state what it was.
("Objected to by compl'ts' sol'r.)
"Ans. It would be impossible for me to tell any particular item for which I gave him a receipt.
"25. Do you recollect of any place where he paid you any sum of money after the notes were transferred to him?
"Ans. Yes, sir; he paid me $100 in front of where he lived on State street. I met him on State street just below Madison street.
"26. When was it? f
"Ans. It would be impossible for me to give the dates, or the month o the year. I know it was after I had assigned the notes to him.
"27. Did you ever have any conversation with him in relation to these notes after you gave them to him?
("Int'y objected to by compl'ts' sol'r.)
"Ans. Yes.
88 "28. When the first after?
("Int'y objected to by compl'ts' sol'r.)
"Ans. It would be impossible for me to tell, that would.
"29. Did you have any conversation after giving those notes to him, as you have before stated, in reference to the manner in which he should hold them?
("Int'y objected to by compl'ts' sol'r.)
"Ans. No.

"30. Have you ever been a partner with this Mr. Foote?

"Ans. No.

"31. Do I understand you to say that you never have been engaged in business with Mr. Foote as partner?

("Int. objected to by compl'ts' sol'r.)

"Ans. I will state the only partnership we were ever in. We built a house together six or seven years ago. It had been commenced, and we took it and finished it. That is the only business I have been engaged with him as partner.

"32. How much were you indebted to him at the time you transferred these notes to him?

"Ans. I have forgotten the exact amount; some $300 or $400; I forget which.

"33. When was it that you had this conversation with Henry W. Bigelow?

89 "Ans. It was quite the latter part.

"34. Was it as late as the 24th?

"Ans. I could not get at the day, sir.

"35. State it as near as you can; your best impression.

"Ans. My impression would be that it was between the 18th and 29th; it might have been as late as the 30th.

"36. State your best impression as to when it was.

"Ans. Between the 18th and 30th would be my best impression.

"37. Is there any circumstance that would induce you to place it nearer the one date than the other?

"Ans. No; I don't think there is.

"38. In what sum did John A. say, in that conversation, that he was indebted to Henry W. Bigelow?

"Ans. He said it was $2,500 or $3,000.

"39. Is that the language he used?

"Ans. Yes, sir.

"40. Did he not say from $2,000 to $3,000?

"Ans. I don't recollect as he put it exactly in that shape; he might and he might not. I got the impression that it was from $2,500 to $3,000.

90 "41. Do you know which expression he used—$2,500 to $3,000, or $2,000 to $3,000?

"Ans. I am not positive.

"42. Are you any more positive with regard to the sum named by Henry W. Bigelow?

"Ans. Yes, I am more positive that he said from $2,500 to $3,000.

"43. What makes you more positive?

"Ans. Because I paid special attention as to what the old gentleman had to say about it.

"44. Is that the only reason you have for being more positive?

"Ans. Yes, sir.

"45. Did you not in your answer to the 5th direct interrogatory state that you recollected the amount stated by Henry W. Bigelow, for the reason that you had been told the amount two or three times by the young man, and that you said the two statements corroborated?

"Ans. Yes, I think it likely I did.

"46. How do you know that it was in the latter part of January that you had this conversation with Henry W. Bigelow?

"Ans. I know for two or three reasons; one is that I have a time-book in which I was keeping the time of men; one is from what I was doing at that time Those are the main reasons.

91 "47. Have you ever looked at that time-book for the purpose of seeing when this conversation took place? and if so, when?

"Ans. I have looked at it; I could not tell when I first looked at it.
"48. Have you looked at it more than once?
"Ans. I presume I have.
"49. Do you know you have?
"Ans. I think I have.
"50. How long ago?
"Ans. Well, I can't tell when.
"51. What facts did you discover by looking in that time-book?
"Ans. Facts that satisfied me I saw him here in the latter part of January.
"52. What are those facts?
"Ans. Well, men that were in my employ, time of paying them money.
"53. What men, and what money did you pay them, and when did you pay them money?
"Ans. William Duckham, William Flynn. I don't recollect the exact amount of money I paid them. I paid them money in the latter part of January, 1858.
"53. At what dates in January did you pay them money?
92 "Ans. I don't recollect exactly what dates.
"54. Can you give any other particular reason why you fix this conversation in January?
"Ans. Not very particular. I know what I was doing, where I had been, and what I went for.
"55. Are you as sure that it was between the dates you have specified as you are of any other fact you have testified to?
"Ans. Yes.
"56. Did you write that letter? (A true copy is herewith returned, marked Exhibit 1.)
"Ans. Yes.
"57. On the day it bears date?
"Ans. I could not testify positively; I frequently make mistakes in dating letters.
"58. Any particular reason that makes you think this is misdated?
"Ans. I don't know that I have.
"59. What time was it that you say compl't last advanced you money?
"Ans. In July or August.
"60. If in August, what time in August?
93. "Ans. It would be impossible for me to give precise dates.
"61. What makes you say in July or August, then?
("Int. obj. to by compl'ts' sol'r.)
"Ans. From the fact that I think that is the time.
"62. Do I understand you to say that you transferred all the notes to Mr. Foote?
"Ans. Yes.
"63. Did you transfer them all at the same time?
"Ans. Yes.
"64. Fix the date of that transfer as near as you can.
"Ans. I have no means of fixing it positively.
"65. Are you sure it was in the spring of 1858?
"Ans. I am.
"66. As of any other facts you have testified to.
"Ans. Yes, I should think so.
"67. Did you hold any other notes against John A. Bigelow than those three notes, during the year 1858?
"Ans. No.
"68. Did you write that letter? (A true copy returned as Exhibit 2.)
"Ans. Yes, sir.

94 "69. On the day it bears date?

"Ans. I make the same answer as to the date that I did in the other.

"70. What is that answer?

"Ans. That I frequently date letters wrong in writing them.

"71. Do you recollect of having dated this wrong?

"Ans. I have no recollection of having done so.

"72. Are you the same person who made an affidavit in this cause, sworn to before Philo P. Judson, January 6, 1860?

"Ans. Yes.

"73. Have you seen that affidavit since?

"Ans. No.

"74. Do you recollect the time of day it was in January when you first saw John A. Bigelow?

"Ans. I think it was in the morning.

"75. What time of day was it when you parted company with him?

"It might have been later than that.

"76. Did you dine with him on that day?

"Ans. I think not.

"77. What time of day was it when you met Henry W. Bigelow?

"Ans. I should think about noon.

95 "78. Did you endorse the notes that you gave to Mr. Foote?

"Ans. I did.

"79. How?

"Ans. I endorsed them S. G. Hooker, without recourse on me, or without recourse; I forget which.

"80. Was that done at the time?

"Ans Yes.

"81. Do you know H. H. Beals?

"Ans. Yes.

"82. Did you have any conversation with him in January, 1859, with respect or in relation to the notes (three notes) before spoken of by you?

("Int'y objected to by compl'ts' sol'r.)

"Ans. I should think I did not at that time.

"83. Did you have any conversation with him on that subject in the latter part of 1858 or early in the year 1859?

"Ans. I could not state.

"84. In January, 1859, or during the latter part of the year 1858, or early part of 1859 did you have any conversation with said Beals, in which you asked him substantially if he thought that Bigelow (John A.) would pay you those notes, and in which he replied that he did not believe Bigelow would pay the notes because the patent roof was not as you had repre-

96 sented it to be, and on which you then said either that you had or would put the notes out of your hands so that Bigelow could not plead no value, and in which conversation Beals told you that he did not believe you could collect a judgment against Bigelow, for he did not believe Bigelow had property out of which a judgment could be collected?

"Ans. I had a conversation with him at some time, I could not give dates, in which I asked him if he thought Bigelow would ever pay those notes. I should think perhaps it was somewhere within the time inquired of Beals; did not say that he did not believe Bigelow would pay; on the contrary, he said he thought he would, because he had made his money out of working the roof, and had always told him that he should pay it. I don't know but I told him that I had sold the notes, but I did not say that it was so done that he could not plead no value. Beals did not tell me he did not believe I could collect a judgment out of John A., as he had no property; on the

contrary, he said he believed John was worth as much property as he ever was.

"85. Where did you next see John A. after the interview in January, 1858, spoken of by you?

"Ans. I don't recollect when I next saw him; I think it was when he came in to schedule his property; I think this was in February or March,
97 1858. He said that Mr. Smith brought him in; that Smith was after him.

"86. Where did you see him at that time?

"Ans. At my house, I think. I believe I went down to Smith's with him.

"87. Did you not go with him to the office of Cornell & Jameson, in this city, and did you not there meet Mr. Hibbard, of Freeport, a lawyer?

"Ans. I went with him to some office, I don't know whose it was; I don't recollect meeting Mr. Hibbard there.

"88. What did you go there for?

("Int. objected to by compl'ts' sol's.)

"Ans. He proposed to pay me something, and I give him back the notes, and he surrender to me the patent right. But he found that he had made a schedule and put the patent in among his assets, so that the arrangement could not be made.

"89. And was it not for the reason that a creditor's bill had been filed in the United States court, and did he say anything about having already answered the bill and scheduled his property?

("Int'y objected to by compl'ts' sol'r.)

"Ans. No; he did not say anything about a creditor's bill or having scheduled his property; he said Smith had him here, and he was going to swear out.

98 "Direct examination resumed and waived.

"*Cross-examination resumed.*

"1. Did not yourself, Sexton, and complainant run that sash factory for some months together?

"Ans. My recollection is that we run it about a month and a half or two months.

"2. Did you not run it three months together?

"Ans. No. I guess we only got out the material for one house; the house we were building for Sexton; we were a week or more repairing it. We had only a verbal contract for running it; we run it as copartners."

Answer. The foregoing questions were put to me on the part of the defence, and the answers given as written out.

By agreement of parties the further examination is postponed until to-morrow, at nine o'clock.

SATURDAY, *May* 3, 1862.

Parties met and by agreement adjourned, on account Mr. McKinnon being engaged out of the city, until he should return and a day be fixed.

And on the fifth day of August, in the year aforesaid, the said Stephen G. Hooker, the witness under examination, appeared before me and presented the following statement in answer to and explanation of interrogato-
99 ries put to him by Mr. Miller, which statement was shown to Mr. Miller and its insertion assented to by him, which said statement was written out and signed by the said witness.

In further ans. to interrogatory 38 I would state that since my examination I have made diligent search for the letters thereto referred, and have been unable to find the same. I would also state in this connection, and in answer to an interrogatory propounded by Mr. Miller, that I had a conver-

sation with John A. Bigelow, at the Tremont House, in the fall of 1857, in reference to his trouble.

STEPHEN G. HOOKER.

Subscribed this 5 Aug't, 1862.

J. T. MOULTON.

All which is respectfully submitted.

J. T. MOULTON,
Master in chancery, United States circuit court, northern district of Illinois.

EXHIBIT 1.

CHICAGO, *Jan. 28th*, 1858.

J. A. Bigelow:

DEAR SIR: I learned some days since that you had been badly treated by some parties in your business matters, which I am very sorry to hear, and, Arlington, not because I hold your notes, but I hold you as one of
100 my old friends, and I was in hopes you would go through this dam'd panic safe and sound, but they say here that your store is closed. I was told this by a man who was at your place last week; he said the party who caused this is this old uncle here in town; if so, he is too bad, to make you trouble at this time. I thought I would write you a few lines relative to our matter, not, however, to harass you any more than you already are if the report is true; but if you are not going to be situated to pay those notes when due I will take the territory and work it myself, as I am out of business. Will you please write me what you think of the matter? Write to Box 3,784.

Resp't. yours,

S. G. HOOKER.

I am doing nothing at all.

EXHIBIT 2.

CHICAGO, *Aug. 12th*, 1858.

Friend Arlington:

Will you please write me what you want to do about your note due the second of next month, or what you want me to do? I am willing to do any way that I can do to accommodate you in the matter. If you will pay me a little on the first one I will extend by taking a new one due some time to suit you. I am tight up as the devil; you must try and help me if you can, anyway a little. Can't you turn me out something that I can realize some money, or if you have not the money I will discount to raise some money if will pay it, but at any rate, A., write me what you are willing to do,
101 and if you wish I will come up there and we can fix it up in some way. Is Beals with you yet, &c.? We are all well.

Your resp'r,

S. G. HOOKER.

P. O. box 3,784.

Endorsed: Filed Jan'y 31st, '63.

W. H. BRADLEY, *Clk.*

102 Deposition of Helen N. Hooker, taken at Chicago, Illinois, on the eleventh day of January, A. D. 1860, before Philip A. Hoyne, commissioner, in case of Austin Sumner *et al. vs.* John A. Bigelow *et al.*, on behalf of complainants.

First interrogatory. What is your name and where do you reside?

Answer. My name is Helen N. Hooker, and I reside in Chicago, Illinois.

Second interrogatory. Are you acquainted with John A. Bigelow, and have you ever heard him say anything in regard to his business with his uncle?

Answer. I am acquainted with John A. Bigelow, and I have heard him speak of his business with his uncle.

Third interrogatory. What have you ever heard him say and when was it?

Answer. In January, 1858, John A. Bigelow came to our house to see Mr. Hooker in regard to certain notes given to Mr. Hooker by him, and did not know but what Mr. Hooker would be alarmed about them on account of his reported failure, and said that he, Mr. Bigelow, was as well off then as he ever was, and that he put his property in his uncle's hands to keep it from his New York creditors, and said he would pay him all the same, as he would soon be in business again, and that he had given his uncle a judgment note for a small amount due him, and that his uncle would see him through
103 and pay him. I don't remember the amount stated.

Fourth interrogatory. Did he state in what way he had put his property in his uncle's hands?

Answer. He said he had given a judgment note and that his uncle would make him all right.

Fifth interrogatory. Did the conversation take place in Chicago?

Answer. It took place at our house in Chicago.

Sixth interrogatory. What was the uncle's name to whom he referred and of whom he spoke?

(Objected to by defendant H. W. Bigelow's counsel.)

Answer. I don't remember. It was Mr. Bigelow in town; I don't remember his given name; he lives on the west side.

Seventh interrogatory. Is he present here?

(Objected to by counsel for H. W. Bigelow.)

Answer. He is.

Cross-examination.

First cross-interrogatory. Are you the wife of Stephen G. Hooker?

Answer. I am.

Second cross-interrogatory. What note was it that Mr. John A. Bigelow came to see your husband about at the time that this conversation took place?

104 Answer. Three notes that Mr. John A. Bigelow had given Mr. Hooker for five hundred dollars each.

Second cross-interrogatory. Who else was present besides yourself at this conversation?

Answer. Mr. Hooker, Mr. John A. Bigelow, and myself.

Third cross-interrogatory. Is your husband the owner of those notes now? If not, who is?

(Objected to by Mr. Dewey for p'ff.)

Answer. He is not. Mr. Ira Foote is.

Fourth cross-interrogatory. When did Mr. Foote become the owner of them?

Answer. I don't know.

Fifth cross-interrogatory. Do you know whether he has sued them for the benefit of your husband?

(Objected to by Mr. Dewey for p'ff.)

Answer. No, he has not.

Sixth cross-interrogatory. Do you know how much was paid for those notes?

Answer. I don't know; he has paid him money and I have got some myself.

Seventh cross-interrogatory. How much money did you get?

Answer. I don't remember the exact amount.

105 Eight. How much did you get at any one time, and where?

Answer. I got money at his house; ten and twenty dollars; different amounts at different times.

Ninth cross-interrogatory. How much money did you get altogether?

Answer. I don't know; I don't remember.

Tenth cross-interrogatory. At what place, on what street, what house, was this money paid to you, by whom, and how often?

Answer. In Adams street, at the house where he boards; I don't know the number. By Mr. Foote. I don't remember how often and cannot tell particularly.

Eleventh cross-interrogatory. Cannot you tell whether it was five, ten, or twenty times?

Answer. I can tell it was not twenty times; I don't remember exactly how often; I cannot tell whether it was five, ten, or twenty times; I cannot tell the number of times.

Twelfth cross-interrogatory. Can you tell the person who kept the house he boarded at?

Answer. Mr. Long.

Thirteenth cross-interrogatory. What time or times in the day was this money paid?

Answer. At different times.

106 Fourteenth cross-interrogatory. Were the notes present always when the money was paid?

Answer. I don't know.

Fifteenth cross-interrogatory. Did you receive all the money paid on the notes?

Answer. No.

Sixteenth cross-interrogatory. Did you ever see any other money paid on the notes?

Answer. No.

Seventeenth cross-interrogatory. What is Mr. Foote's business?

Answer. A builder, a carpenter and joiner.

Eighteenth cross-interrogatory. Is he a man of family, or single?

Answer. He has a wife, but no children.

Nineteenth cross-interrogatory. Were you present when these notes were ever sold or transferred to Mr. Foote? If so, what did he agree to pay for them after the failure of Mr. Bigelow?

Answer. I was not present, nor do I know what he agreed to pay for them.

Twentieth cross-interrogatory. In that conversation of which you have spoken you say that the uncle's name to whom you referred was not mentioned. Don't you know that he has more uncles than one living in the city?

107 Answer. I did not say that the uncle's name was not mentioned; I said I did not remember the given name. I do know that he has more uncles than one living in the city; he has two uncles, I believe, in the city. I knew to which he referred.

Twenty-first cross-interrogatory. Do you now remember whether his name was mentioned at all?

Answer. I do not.

Twenty-second cross-interrogatory. You say that there were three notes for $500 each that Mr. Bigelow had given to Mr. Hooker. Do you know when they were given and what for?

Answer. They were given in September, 1857, as near as I can recollect.

They were given for some business connected with roofing; I don't exactly know what.

Twenty-third cross-interrogatory. In what room of the house and what time of day did this conversation occur at which you say Mr. John A. Bigelow stated he was as well off then as he ever was, and that he put his property in his uncle's hands to keep it from his New York creditors, and said he would pay him all the same, as he would soon be in business again, and that he had given his uncle a judgment note for a small amount due him, and that his uncle would see him through and pay him?

Answer. At our house, in the parlor, between nine and ten o'clock in the morning.

108 Twenty-fourth cross-interrogatory. Were you requested by your husband to come here and testify?

Answer. I was; he said Mr. Dewey wanted me to come down.

The counsel for the plaintiff objected to each and every cross-interrogatory at the time the same were taken.

HELEN N. HOOKER.

Subscribed and sworn to before me this 11th day of January, 1860.

P. A. HOYNE, *U. S. Com.*

Endorsed: Filed Oct. 31, 1862.

W. H. BRADLEY, *Cl'k.*

109 Deposition of John W. Shaffer, taken at Chicago, Illinois, on the third day of February, A. D. 1860, before Philip A. Hoyne, commissioner, in the case of Austin Sumner *et al. vs.* John A. Bigelow *et al.*, on behalf of defendants.

My name is John W. Shaffer; I am thirty-three years old, and I reside in Stephenson County, in the State of Illinois. I was sworn into the office of sheriff of Stephenson County aforesaid in December, 1856, and remained in office for two years. I am acquainted with firm of Austin Sumner & Company; I have been acquainted with them for about seven years; they are merchants in Boston, Massachusetts. I know the defendant John A. Bigelow; have known him for eight or nine years. In the beginning of September, 1856, I introduced John A. Bigelow to Austin Sumner & Company at Boston, Massachusetts, for the purpose of having Austin Sumner & Co. sell him, Bigelow, goods. I told them what I knew of his, Bigelow's, circumstances, and he, Bigelow, had told me what his circumstances were, which was all I knew about them. I told them, Austin Sumner & Company, that his, Bigelow's, capital was, according to his own statement, consisted of a credit that his uncle, H. W. Bigelow, had given him of one, two, and three years, for about twelve or fifteen thousand dollars' worth of goods. I spoke to them also of some other capital which he said he had, amounting to about a thousand dollars, which was in his business. John A. Bigelow was a stranger in Boston, and at his request I introduced him to a number

110 of houses at which he could buy goods in his line. My recollection is that I told Mr. Sumner that his uncle had sold him some 12 or 15 thousand dollars' worth of goods, which he had one, two, and three years to pay for them in. He meant by his uncle H. W. Bigelow.

Question by def'ts' counsel.

State whether it was known to any extent, and if so, to what, during the years 1856 and 1857 at Freeport, Illinois, that John A. Bigelow was indebted to his uncle, H. W. Bigelow.

(Objected to as leading and incompetent, and irrelevant.)

Answer. I was aware of it, and I heard Mitchell & Co., bankers, speak of

it, and that is all I can say positive; I suppose it was generally known; I refer to the time before judgment was obtained. An execution came into my hands in favor of H. W. Bigelow against John A. Bigelow; came in my hands January 16, 1858; I think it was not quite eight thousand dollars. I had also another execution against John A. Bigelow that came into my hands about the beginning of January, 1858, for about $460 in favor of Wesson and others. I levied on the stock of goods by virtue of these executions and made an inventory of the same. The paper now showu to me is the inventory, which is annexed to this deposition and marked Exhibit A. I advertised the goods according to law, and had handbills struck off and circulated through the county of Stephenson advertising the public of the sale of these goods, which I would sell on the first day of February following. I commenced selling on the first day of February and continued selling until the fifth of February, and I then closed the sale. I sold during the busi-
111 ness hours of those days, and late in the evenings. I closed in the middle of the day on the fifth; the sale took place in the store, at Freeport, where the goods were that I levied on. The store was full of the people most of the time. The paper now shown to me contains a true statement of the goods sold, to whom, and the price at which they were sold; said paper is hereto annexed and marked Exhibit B. The inventory marked Exhibit A, which I took, put down the goods at ten per cent. above New York cost, as I was informed by the clerks and others in the store conversant with the same, and who assisted me in making the inventory. The inventory is part in my handwriting and part in that of a clerk in the store. I have been a merchant, and have been engaged in that business for ten or twelve years. The major part of the goods were good, and the others were out of date, damaged, out of style, &c. There were a good many laces, ribbons, notions. I think the stock was well sold considering all the circumstances, they being sold for cash; I think they were extremely well sold; they sold for about one half their cost. It was a stock that consisted of many fine goods, laces, silks, ribbons, an unusual large stock of notions, trimmings. The stock was in the condition of any retail stock of that size in a city the size of Freeport.

Cross-examination.

H. W. Bigelow bid off the principal part of the stock. He opened the stock in the same building, and continued business. John A. Bigelow, after the goods were sold, pretended to be engaged in the patent roof business, and a part of the last summer and fall he was engaged in the same
112 store there. I told Austen Sumner & Co. at the interview referred to, the amount of indebtedness from John A. Bigelow to Henry W. Bigelow, as he then (John) told me. It was twelve or fifteen thousand dollars then; I cannot tell which. I was not intimately acquainted with the business affairs of John A. Bigelow from the time he opened business until the executions were levied, no more than with any other business man. The only way I knew that John A. Bigelow was indebted to Henry W. Bigelow at the time referred to in my examination in chief, was from what John A. Bigelow told me in 1856. I did not know at the time that I heard Mitchell & Co. speak of John A. indebtedness, how much he owed his uncle, H. W. Bigelow. This was about the time the Wesson execution came into my hand, according to the best of my recollection. I understood through these bankers that John A. Bigelow had paid H. W. Bigelow considerable money.

J. W. SHAFFER.

Subscribed and sworn to before me this 3d day of February, A. D. 1860.

P. A. HOYNE, *U. S. Com. N. D. Illinois.*

Endorsed: Filed Oct. 31, 1862.

WM. H. BRADLEY, *Clk.*

113 On this day, to wit, the fourteenth day of June, A. D. 1864, in the record of the proceeding of said court in said entitled cause is the following entry, to wit:

HORACE SEAVER, AUGUSTUS SOMARINDYCK, ALBERT PLIMPTON, *et al.*
vs.
JOHN A. BIGELOW, WILLIAM BIGELOW, AND HENRY W. BIGELOW. } Chancery.

Now come the parties, by their solicitors, and by agreement this cause is set down for hearing on the bill, answer, replication, proofs, and exhibits filed. And after hearing the pleadings, the proofs, and a part of the arguments of counsel, the hour of adjournment having arrived, the concluding arguments are postponed until to-morrow morning.

On this day, to wit, the fifteenth day of June, A. D. 1864, in the record of the proceedings of said court in said entitled cause is the following entry, to wit:

HORACE SEAVER, AUGUSTUS SOMARINDYCK, *et al.*
vs.
JOHN A. BIGELOW, WILLIAM BIGELOW, AND HENRY W. BIGELOW. } Chancery.

Now come again the parties, by their solicitors, and after hearing the concluding arguments of the respective counsel, the court not being now sufficiently advised in the premises, takes time to consider.

114 On the hearing of this cause the defendants, under a stipulation of the parties, by their respective counsel, filed herein, of the date of June 14th, 1864, read in evidence the separate answer of H. W. Bigelow, filed in the case pending in the State circuit court for the county of Cook, in this district, wherein Ira Foote is complainant and the said Henry W. Bigelow and John A. Bigelow are the defendants, together with a schedule, marked as Exhibit A, also filed with said answer in said State court.

The said stipulation under which the said answer and schedule were introduced is in the words and figures following, to wit:

Circuit court of Cook County, Illinois, in chancery.

IRA FOOTE
vs.
JOHN A. BIGELOW *et al.* }

It is hereby stipulated and agreed by and between the parties hereto that all the testimony, including depositions, examinations, and answers of defendants, now on file on the chancery side of the circuit court of the United States for the northern district of Illinois, in the cases of Sumner *et al. vs.* Bigelow *et al.*, Field *et al. vs.* Bigelow *et al.*, and Seaver *et al. vs.* Bige-
115 low *et al.*, may be read at the hearing of the above-entitled cause, subject to all objections as to competency, precisely as though the same were taken and filed in this cause.

It is further stipulated between the parties hereto that all the testimony and answers, together with the exhibits to the latter, now on file in the above-entitled cause, may be read upon the hearing of the said causes in the United States courts precisely as though the same were taken and filed in each of said causes, subject, however, to all legal objections as to competency.

Chicago, July 28th, 1863.

E. S. SMITH, *Sol'rs for compl't in this cause, and for the complainants in said causes in the United States Court.*
HOYNE, MILLER & LEWIS, *Sol's for defendants, and for defendants in each of said causes in the United States Courts.*

Endorsed: Filed June 14th, 1864.

WM. H. BRADLEY, *Cl'k.*

116 The said separate answer of said W. H. Bigelow, together with the schedule marked Exhibit A, as aforesaid, are in the words and figures following, to wit:

117 Circuit court of Cook County, in chancery, February term, A. D. 1860.

HENRY W. BIGELOW AND JOHN A. BIGELOW
ads.
IRA FOOTE.

The separate answer of Henry W. Bigelow to the bill of complaint filed in this cause.

The said defendant Henry W. Bigelow, saving and reserving all benefits of exception to the many errors and imperfections in said bill of complaint contained, for answer thereto, or unto so much thereof as he is advised by his counsel it is material for him to make answer unto, answering, says that he has no personal knowledge as to whether said complainant, Ira Foote, recovered a judgment against said John A. Bigelow, as is stated and alleged in said bill of complaint, nor as to whether demand was made of property, and said writs of execution returned as is therein stated; and he therefore neither admits nor denies said allegations, but leaves said complainant to make proof thereof.

Further answering, this defendant says that he admits that prior to the 10th of January, A. D. 1858, the said John A. Bigelow was engaged in the mercantile business, at the city of Freeport, in the county of Ste-
118 phenson, and had been so engaged for a number of years, and this defendant has been informed, and believes, and therefore admits, that in the course of said business divers persons became indebted to him, but to what amount this defendant is unable to state.

And this defendant, further answering, says that as to that part of said bill of complaint wherein it is stated that at the time of the filing of said bill of complaint the said defendant John A. Bigelow had debts due to him and for for which he held divers securities and evidences to a large amount, and divers goods, wares, and merchandise, and other articles of personal property which belonged to him or in which he was in some way or manner beneficially interested, and that he had equitable interests and things in action of some nature or kind which might and ought to be applied to the payment of complainants' said judgment, and that he was in some way and manner beneficially interested in some real estate in this or some other State, or some chattels real of some nature or kind, or some contract or agreement relating to real estate, or the rents, issues, and profits of some real estate, and that the said defendant John A. Bigelow was the owner of, or in some way beneficially interested in, the stock of some company, incorporated or unincorporated, or the profits of some company or copartnership,
119 and that he had in his possession at the time of the filing of said bill of complaint some money, in coin or bank bills, or that he had, in his name or the name of some other person, deposited in some bank or elsewhere to his credit or benefit, or that he had money or securities for the payment of money held by some other person in trust or otherwise for his benefit, and that he has property and other equitable interest, things in action, or effects of the value of more than one hundred dollars, exclusive of all prior and first claims thereon. This defendant has no personal knowledge as to whether said allegations or either of them are true, or to what extent said allegations are true if they are to any extent true; but this defendant, for answer thereto, states that, upon the best of his information, knowledge, and belief, the said defendant says that on the third day of March, A. D. 1858, the said defendant John A. Bigelow was the owner of a tract of land of

about 160 acres, located in the county of St. Croix, in the State of Wisconsin; also lot No. 7, in block number one, in Guiteau's addition to the town, now city, of Freeport, subject to a trust deed for about $333 73, and that he was the owner of W. E. Childs & Co.'s patent fire and water proof cement roofing for the counties of Jo Davies, Stephenson, and Winnebago, in the State of Illinois, and that he also had a lease for a store in Freeport
120 to run about eight years from that time, the rent reserved in said lease being six hundred and fifty dollars per annum, and that he has some articles of household furniture, but what the same consist of this defendant is unable to state, but this defendant has no knowledge, information, or belief as to what extent, if any, the said John A. Bigelow may have conveyed or encumbered the above-described property since the 3rd of March aforesaid, except that this defendant believes that the said John A. Bigelow still holds the lease of said store and still has some articles of household furniture, but the value or amount of such articles this defendant is unable to state, but believes that they do not exceed the amount by law exempted from execution.

This defendant, further answering, says that the said John A. Bigelow, on the 5th day of February, A. D. 1858, transferred to this defendant notes then held by him amounting in all to the sum of $2,018 48, as security for the payment of $2,367 57 then due and owing from the said John A. Bigelow to this defendant, and this defendant is informed and believes that at about the same time he transferred and delivered to D. C. Hyde & Co., of New York, notes, claims, and accounts to the amount of $1,944 11 to secure the payment of a debt amounting to the sum of $971, and also that at about the same time he transferred and delivered to one William W.
121 Bigelow notes, claims, and accounts to the amount of $392 10 as security for the payment of a debt of $337 05 then due and owing from the said John A. Bigelow to the said William W. Bigelow, and also that at about the same time he transferred and delivered to one Jacob Mease, jr., notes, claims, and accounts amounting to $264 68 as security for the payment of a debt of $287 70 then due and owing from the said John A. Bigelow to the said Jacob Mease.

And this defendant, further answering, says that he has no knowledge or information regarding any other assignment or transfer of the said John A. Bigelow of his property than that above mentioned nor any other knowledge or information regarding the purposes or object of such transfer than the purposes and obejct above stated. And this defendant has no knowledge or information that would lead him to suppose, nor does he believe that said transfers or either or any of them were made for the purpose of hindering, delaying, or defrauding said complainant or any or either of the creditors of the said John A. Bigelow; but this defendant knows, so far as he is concerned, and believes so far as the other of the above-named creditors of the said John A. Bigelow are concerned, that said transfers were made to secure valid and bona fide debts then due and owing by the said John A. Bigelow, and for no bad or fraudulent purpose whatever.

122 And this defendant, further answering, says that he fully and explicitly denies that the said John A. Bigelow has ever, to any extent, combined or confederated with this defendant to conceal or cover up his property; but he admits that for many years prior to and until the 16th day of January, A. D. 1858, the said John A. Bigelow was engaged in the mercantile business at Freeport, and that at about the 16th day of January aforesaid he was in possession and owner of a stock of goods, wares, and merchandise at Freeport, but he denies that the same was of the value of $20,000 or anything like that sum, as stated in said bill of complaint, and says that the original cost price of said goods to the said John A. Bigelow

was between $10,000 and $12,000, according to the best knowledge of this defendant, and besides it was a badly broken stock; a great many of the goods were past styles and unsaleable and a great many of said goods are now on hand in said store, and, as said defendant verily believes, said stock was not then worth more than fifty per cent. of its original cost, even if sold upon the usual credit at which old stocks of goods are generally sold.

This defendant, further answering, admits that on the 28th day of December, A. D. 1857, the said John A. Bigelow did execute to the defend-
123 ant his certain judgment note for the sum of $7,754 49, payable to the order of this defendant. And this defendant further admits that he afterwards, on the 14th day of January, A. D. 1858, caused judgment to be entered upon said note for the sum of $7,800 16 and costs of suit in the circuit court of Cook County, and that execution issued on said judgment on the day and year last aforesaid to the sheriff of Stephenson County, in said State, commanding said sheriff as set forth in said bill of complaint, and that afterwards, on the 15th day of January aforesaid, said execution came to the hands of the sheriff of said county, and that by virtue thereof the said sheriff afterwards, and on the 16th day of January aforesaid, levied upon the stock of goods aforesaid as the property of the said John A. Bigelow subject to an execution issued from the circuit court of Stephenson County in favor of Andrew Wesson and others for the sum of $467 47 and costs. And this defendant says that said property having been duly advertised for sale, the said sheriff, under and by virtue of said writs of execution, sold said goods, wares, and merchandise at public sale. This defendant further says that said sale was commenced on the morning of the first of February and was continued through the first, second, third, fourth, and
124 part of the fifth days of February, A. D. 1858, until said stock of goods was entirely sold out; and this defendant denies that the same was sold on the first day of February, as stated and alleged in said bill; but he admits that the proceeds of said sale amounted to the sum of about $5,050 57, and he denies that this defendant became the purchaser of said goods, but he admits that he became the purchaser of a large part of them.

This defendant, further answering, admits that after paying and satisfying from the proceeds of said sale the execution issued from the circuit court of Stephenson County as aforesaid, and paying his costs and charges in that behalf, the said sheriff returned said execution issued in favor of this defendant as aforesaid, satisfied in the sum of $4,367 37, and this defendant gave to said sheriff his receipt for that amount. And this defendant further says that on the 16th day of January, A. D. 1858, said John A. Bigelow paid to this defendant the sum of $1,000, to apply on said judgment, for which this defendant gave him a receipt to apply on said judgment. And this defendant afterwards, and on the 5th day of February aforesaid, purchased of the said John A. Bigelow policies of insurance, for which he allowed him $71 25 to be applied on said judgment, leaving a balance due this defend-
ant on said judgment of $2,367 57. And this defendant expressly
125 and distinctly denies that the value of said goods so levied upon as aforesaid was not less than the sum of $20,000, or that said judgment note was made or delivered for any fraudulent purpose whatever, or that the judgment entered thereon was to any extent fraudulent, or that the sale upon the execution, as aforesaid, was to any extent fraudulent, or that said judgment note was given without a full and fair consideration, or that the consideration therefor did not exceed the sum of twenty-five thousand dollars; but this defendant says that at the time said judgment note was given the said John A. Bigelow was indebted to this defendant for the full amount of said judgment note. And this defendant expressly denies that said judg-

ment note was given or the subsequent proceedings thereon had for the purpose, to any extent, of cheating or defrauding the holder of the notes upon which judgment was afterwards entered in favor of complainants or any other creditor or creditors of the said John A. Bigelow, or to any extent for the purpose or with the intent or view to hinder or delay him or them, or either of them, in the collection of their debts, or that for any such purpose or any purpose, the said John A. Bigelow did combine or confederate with this defendant, as is alleged and charged in said bill of complaint.

126 And this defendant, upon his information and belief, denies that said goods could have been sold either at public or private sale for a sufficient sum to pay in full the execution in favor of Andrew Wesson and others, and the said judgment in favor of this defendant.

And this defendant, further answering, says that said goods were not duly advertised for sale, as required by law, but that said sheriff, in order that there might be as much competition as possible among purchasers at said sale, and to prevent said goods from being sacrificed, procured large printed handbills, stating the time, place, and terms of said sale; and, as this defendant is informed by said sheriff, and verily believes, said handbills were posted up in all parts of Stephenson County.

And this defendant further says that at said sale said goods, wares, and merchandize were put up and sold in small parcels, and in such a manner as would, in the opinion of this defendant and of said sheriff, realize the largest possible sum.

And this defendant, further answering, admits that he has kept the goods so purchased by him at said sale in the same store which had been occupied by said John A. Bigelow, and this defendant has made additions thereto from time to time, said additions amounting in all to the sum of about $38,510 00. And this defendant has, since said sale, sold from

127 said goods, with other goods added thereto, at retail, and has in his own name in this manner carried on the mercantile at Freeport aforesaid; but this defendant says that the said John A. Bigelow is in no respect, way, or manner interested in said business or said goods.

[illegible] admits that he has been residing in Freeport aforesaid, and during the time he has carried on the mercantile business at Freeport, that he has expended a good deal of his time in purchasing goods, from time to time in replenishing said stock of goods at Freeport, and has frequently and as often as he deemed it necessary visited Freeport for the purpose of looking after and attending to his business in person there. He admits that the said John A. Bigelow has been residing in Freeport.

And this defendant further says that since February, 1859, he has from time to time employed said John A. Bigelow as clerk in said store, and this defendant thinks that he has been in said store since February aforesaid; he has been in said store three fourths of the time. But this defendant says that before about the first of February, 1859, he was not employed by this defendant at all or to any extent. But this defendant says that the said John A. Bigelow has not nor had he ever had the general superintendence of said business, but the said business at Freeport

128 has, since its first commencement by this defendant, been under the superintendence and charge of William W. Bigelow as clerk of this defendant. And this defendant denies that said business at Freeport has been carried on as before said sale, except under another name, as stated and charged in said bill of complaint. This defendant admits that said goods have been sold from time to time to divers customers in the usual way of mercantile trade, and that from the proceeds of such sales said stock has been replenished from time to time, but this defendant has in addition to

the goods purchased by him from the sale of said stock, from time to time, purchased other goods upon his own credit, and to a very large amount, and placed the same in said store. And in addition thereto this defendant placed in said store in March or April, 1858, a stock of goods then received by this defendant in Chicago, said stock so sent amounting to between $12,000 and $13,000.

And this defendant says that the large majority of his purchases since he has been doing business at Freeport aforesaid has been upon credit; and this defendant says that from the proceeds of sales made at Freeport, in the usual course of trade, he has also replenished his stock from time to time in the way such business is usually carried on.

This defendant, further answering, says that he can give no other
129 answer than he has already given respecting the property, credits, and effects of the said John A. Bigelow.

This defendant, says that he has not yet succeeded in collecting one half of the notes turned out to him by the said John A. Bigelow, as aforesaid, and this defendant does not think he will be able to collect much more than he has already collected, and with respect to the present condition and goodness of the balance of the notes, claims, and accounts turned out by said John A. Bigelow as aforesaid.

This defendant has no knowledge, information, or belief, except that he has been informed that a large majority of the notes turned out to D. C. Hyde & Co. are deemed bad, and he has been informed by D. C. Hyde that he has received thereupon only about $100.

This defendant, further answering, says that the judgment note above mentioned was executed on the day it bears date, at the office of Hoyne, Miller & Lewis, in the city of Chicago, and that the same was executed for the purpose of securing the payment of the sum of money in the said promissory note mentioned, and it was made in the presence of Henry G. Miller, and this defendant thinks the same was drawn up by him; that said note was delivered to this defendant in said office, and was retained by him until judgment was entered, as hereinbefore stated.

130 This defendant further answering, says that during the year 1855, [illegible] in the city of Chicago, and the said John A. Bigelow was engaged in the mercantile business in Freeport aforesaid, this defendant sold to said John A. Bigelow goods, wares, and merchandise from time to time, said sales amounting in all to the sum of about $15,633 70. A copy of the original bills of said good, wares, and merchandise showing items and amounts, is hereto annexed, marked "Exhibit A." That on the 26th day of December, A. D. 1855, the said John A. Bigelow was indebted to this defendant on account of said sales in the full sum of $14,277 43, which amount was then due; and he was also indebted to this defendant in the sum of $496 83, that being the balance of a note then held by this defendant against the said John A. Bigelow, said last-mentioned note having been given for goods sold by this defendant to the said John A. Bigelow before the year 1855, for which amount the said John A. Bigelow gave this defendant notes payable on short time, and all payable, this defendant thinks, within one year from the said 26th day of December.

This defendant further says that the said John A. Bigelow afterwards, and during the winter of 1855 and 1856, the said John A. Bigelow
131 paid to this defendant from time to time, $1,075 in cash, and this defendant also credited said John A. Bigelow with $9 17, on account of error in account and certain Milledgeville money which said John A. Bigelow had sent in to this defendant, leaving a balance due to this defendant from the said John A. Bigelow of $13,687 09. And afterwards and during the winter of 1855 and 1856, or in the early part of the spring of 1856, the said

John A. Bigelow, in the place of the short notes then held by this defendant against him, executed his three notes to this defendant—the first two for $4,972 97 each, and the last for $4,072 98—bearing date the 26th day of December, A. D. 1855, and payable in one, two, and three years from date, respectively, that being the amount of said sum of $13,687 09, with interest at six per cent. per annum for said extended time of payment.

This defendant, further answering, says that said John A. Bigelow duly paid the first of the above-mentioned notes for $4,972,97 each at about the time the same became due, and afterwards paid on the second of said notes the sum of $2,191,46 said last-mentioned payment having been made on the 28th day of December 1857, leaving a balance remaining unpaid on the last two of said notes of $7,754,49; that no other or further payment swere ever made on said notes or either of them, and the said John A. Bigelow on
132 the 28th day of December last aforesaid, applied to this defendant and desired this defendant to extend the time for the payment of the balance then due on the second of said notes ; that at that time judgment had been recovered in favor of Andrew Wesson and others against said John A. Bigelow, and execution had issued thereon, and was then in the hands of the sheriff of said county of Stephenson, and this defendant agreed to extend the time for the payment of said balance so long as he could safely do so, provided the said John A. Bigelow would execute to this defendant his judgment note for the amount remaining unpaid on said last two notes, payable one day after date; that the said John A. Bigelow assented thereto, and thereupon executed to this defendant said judgment note as aforesaid; this defendant returned to him the last two of said three notes above mentioned ; that the object of this defendant in taking said note was to put himself in a position where he could secure the payment of the indebtedness of said John A. Bigelow to him, as aforesaid, and to protect himself, provided it should become necessary for him to do so; that afterwards he saw that suits were being commenced against said John A. Bigelow, in the circuit court of the United States for the northern district of Illinois, and particulary one suit in favor of Austen
133 Sumner & Co., and thereupon and on the 14th day of January, 1858, this defendant caused judgment to be entered on said note in the manner hereinbefore mentioned, and execution to be issued thereon and levy made as hereinbefore stated.

Defendant, further answering, says that after making said levy said sheriff, as defendant is informed and believes, caused an inventory to be made of the goods levied upon, a copy of which inventory is hereto annexed, marked Exhibit B, which said inventory, as defendant is informed and believes, contains a statement of the cost price of each article, including ten per cent. added thereto. Defendant is unable to state what the selling price of each article was. Defendant further says that said sale was made at the store of said John A. Bigelow, in Freeport aforesaid, and that the store was crowded with bidders during the greater portion of the time when said sale was going on; at times there were as many as two hundred persons present, as defendant believes.

Defendant, further answering, says that said sheriff caused to be kept a regular account of said sale, consisting of a statement of the articles sold, the price and prices for which they were sold, and the person, to whom sold, a copy of which is hereto annexed, marked Exhibit C, and this de-
134 fendant believes that the same is correct and true. This defendant says that said sale was fairly and honestly conducted, and he denies all fraud, &c., and prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

H. W. BIGELOW.

HOYNE, MILLER & LEWIS,
Sol'r and of Counsel for Def't.

STATE OF ILLINOIS, *Cook County, ss:*

Henry W. Bigelow, being duly sworn, deposes and says that he has read the foregoing answer, and knows the contents thereof, and that the same is true, except as to the matters therein stated on his information and belief, and as to those matters he believes the same to be true.

H. W. BIGELOW.

Subscribed and sworn to before me this Feb'y 2, 1860.

WM. L. CHURCH, *Cl'k.*

Endorsed: Filed Feb'y 2, 1860.

WM. L. CHURCH, *Cl'k.*

135 EXHIBIT A.

CHICAGO, *Jan'y 25th*, 1855.

Mr. J. A. Bigelow, bo't of H. W. Bigelow:

100 canisters tea, 5*s*		$62 50
6 dozen razor straps, 6*s*		4 50
1 ditto		1 37
2 ditto, 14*s*		3 50
½ ditto, 18*s*		1 13
½ ditto, 26*s*		1 62
3 pieces prints, 110, 5¾		6 33
2 pieces prints, 87¾, 4¾		4 16
4 ditto, 168¼, 5¼		8 83
10 ditto, 379¼, 7		28 45
2 ditto, 67, 6		4 02
5 ditto, 123¼, 6¼		4 70
6 ditto, 201¼, 8½		17 11
8 ditto, 273, 7		19 11
5 ditto, 194, 8		15 52
5 ditto, 184, 9		17 48
4-12 dozen portfolios, 26*s*		1 08
2 Morn Rambles, 4*s*		1 00
19 pict. primers, 2		40
19 mem. books, 3		57
2 First Primers, 3		06
9 7-12 dozen Lessons on Primers, 10		97
5 blank books, 1*s*. 3		78
136 1 Hervey's Meditation		25
1 Life Franklin, 2*s*		25
2 Baxter's Call, 2*s*		50
1 Jay's Prayers, 2*s*		25
2 Doddridge's Progress, 2*s*		50
1 arithmetic		20
3 Smith's 1st Geography, 23		69
11 Eng. Grammers, 8		91
1 Y'ng Ladies' Gifts, 2*s*		25
1 Constitution Man		25
6 Capt. B. Narrative, 1*s*		75
3 Tompson's Seasons, 1*s*		38
4 Campbell Works, 20		80
3 Kirkham Gramm., 30		90
5 McGuffey's 5th Readers, 52		2 60
1 Mason Farrier, 5*s*		63
1 Comstoct's Chemistry		50

1 Wood's Class Books		$ 75
1 Smith's Geography		50
9 McGuffy's 3d Reader, 22		1 98
14 McGuffy's 3d Reader, 22		3 08
3 McGuffy's 2d Reader, 15		45
10 McGuffy's 2d Reader, 13		1 30
3 McGuffy's 1st Reader, 7		21
14 Pract'al Grammer, 2*s*		3 50
20 Goodrich's 3d Reader, 1*s*. 2		3 33
18 Goodrich's 1st Reader, 6		1 08
137 17 Goodrich's 2d Reader, 10		1 70
1 Goodrich's 4th Reader		28
10 Goodrich's 4th Readers, 2		2 50
8 poems, 3*s*		3 00
3 poems, gilt edge 4*s*. 5		1 35
16 ditto, 4*s*		8 00
6 State Constitution, 8*s*		6 00
8 Mix 1 Cur. Nar. 6*s*		6 00
5 Goodrich's Anc't History, 6*s*		3 75
4 Smith Geography, 42		1 68
3 Smith Atlas, 3*s*		1 13
2 Smith Geography, 5*s*		1 25
3 cases poems, 55 vols., 16⅔		9 17
2 dozen breast-pins, 7*s*		1 75
2 ditto, 6*s*		1 50
2 ditto, 10*s*		2 50
2 ditto, 5*s*		1 25
3 dozen broaches, 1*s*. 6		56
7 vest chains, 1*s*. 10		1 60
1 ditto, 3*s*		38
3 dozen rings, 3*s*		1 13
3 dozen rings, seal, 5*s*.		1 87
6 steel vest chains, 34		2 04
2 tooth-brushes, 5*s*		1 25
1 ditto, 11*s*		1 38
1 b'k't inkstand, 8*s*		1 00
12 box seal points, 1*s*. 6		2 25
1 box dominoes, 3*s*. 8		71
138 1 dozen lisle purses, 5*s*		63
3 bankers' cases, 8*s*		3 00
1 bankers' case		2 00
1 ditto, 11*s*		1 38
1 dozen wallets, 8*s*		1 00
½ ditto, 36*s*		2 25
½ ditto, 14*s*		88
2 calfskin pelt boots, 5*s*		1 25
4 dozen zinc mirrors, 28		1 12
4½ dozen German sil. T. spoons, 88		3 96
5 H. selalingwax, 4*s*		2 50
4 boxes soap, 8		33
8 ditto, 9		75
1 dozen F'ch cologne, 8*s*		1 00
1 gross lead-pencils		40
10 2-12 ditto, 3 75		3 28
4 dozen carpenters' pencils, 2*s*		1 00
8 cigar cases, 14*s*		1 12

1 dozen hair-brushes, 12*s*.		$1 50
9-12 ditto, 30*s*.		2 81
10-12 ditto, 12*s*.		1 25
2 dozen cloth brushes, 16*s*.		4 00
½ ditto, 32*s*.		2 00
10-12 H. cough drops, 32*s*.		3 33
2 tobacco boxes, 69.		1 38
2 ditto, 8*s*.		2 00
1 ditto, 6*s*. 6.		81
2 ditto, 6*s*.		1 50
139 1 snuff-box.		40
6 Eng. c. dress p'k't combs, 7*s*.		5 25
4 dozen boxes wafers, 27.		1 08
2 Mill. shav. soap, 5*s*.		1 25
3 ditto, 3*s*.		1 13
1 ditto.		50
4 7-10 percuss. caps, 60.		2 82
3 compasses, 9.		28
½ gros Jew's harps, 9*s*.		56
2 dozen 4-in. fine-combs, 68.		1 36
1 dozen 3½-in. fine-combs, 7*s*.		88
1 dozen 3-in. fine-combs.		60
1 dozen 2¾-in. fine-combs, 65.		1 30
1 dozen 3⅛-in. fine-combs.		75
1 dozen 2¼-in. fine-combs.		50
1 dozen 1½-in fine-combs, 1*s*.		13
1 dozen ivory p'k't combs, 12*s*.		3 00
11-12 ivory p'k't combs, 9*s*.		1 03
1-12 buff horn comb, 14*s*.		1 60
1 Eng. dress comb, 11*s*.		1 38
1 buff horn comb, 11*s*.		1 37
1 ditto, 14*s*.		1 75
1 gross steel pins, 14*s*.		1 75
11-12 ditto, 7*s*.		80
21-12 ditto, 7*s*.		4 48
3 ditto, 6*s*.		2 25
140 1 dozen F. razors.		2 00
2 dozen razors, 1 short, 3 25.		6 50
5 German look. glasses, 8.		42
7 dozen watch-keys, 2*s* 6.		2 19
½ dozen dressing combs, 15*s*.		94
1½ ditto, 14*s*.		2 63
½ ditto, 10*s*.		62
4 dozen bin. do., 32½.		1 30
½ dozen elastics, 5*s*.		31
1 ditto, 8*s*.		1 00
6 cambric collars, 1*s*. 6.		1 13
3 ditto, 2*s*.		75
1 muslin collar.		2 25
1 ditto, 42½.		43
9 ditto, 45.		4 05
2 ditto, 90.		1 80
1 ditto.		1 15
1 ditto, 11*s*.		1 38
6 pieces muslin, 3*s*.		2 25
2 muslin collars, 5*s*.		1 25

1 ditto		$ 75
1 ditto, 7*s*		88
1 dozen Fonneiry collars, 14*s*		1 75
1 dozen cambric collars, 11*s*		1 37
1 ditto		2 00
1 embroidered skirts		2 85
1 ditto		2 25
141 1 ditto, 11*s*		1 38
2 muslin chemizittes, 6*s*		1 50
4 ditto, 9*s*		4 50
1 ditto, 10*s*		1 25
2 ditto, 57		1 14
1 ditto		1 50
1 ditto		35
1 emb'd crape chemizitte, 15*s*		1 88
1 pair sheep greys, 22½, 44		9 90
2 pair Denines, 86, 10½		9 03
2 uncassnll st'p, 68¾, 10		6 88
1 F. & P. st'p, 35½, 10½		3 73
2 souhigan tick, 76½, 10½		8 03
2 A. A. tick, 81¼, 1*s*		10 16
1 Irish linen, 13½, 30		4 05
3 bl'k s'lk cravats, 38-inch, 11*s*		4 18
12 dozen Jones's spool cot., 2*s*		3 00
1 piece b'lk s'lk, 63¼, 97½		63 62
1 ditto, 72½, 67½		48 94
3 blea. shirting, 106¼, 10		10 63
1 ditto, 41, 12		4 92
1 ditto, 40¾, 12½		5 09
3 unblea. shirting, 112, 9½		10 64
1 ditto, 33¼, 11		3 66
1 State Mills shirting, 35¾, 7¼		2 59
10 long shawls, 2 00		20 00
3 ditto, 3 75		11 25
142 3 emb'd cash. shawls, 13*s*		4 88
1 stradella shawls		2 00
1 ditto, 14*s*		1 75
1 ditto, 15*s*		1 88
1 broch. long ditto		14 00
2 pieces sheeting, 67, 6¾		4 52
3 ditto, 113¾, 6¼		7 11
19 pair grey blankets, 80		15 20
4 ditto, 14*s*		7 00
5 boys' shoes, 60		3 00
15 ditto, 50		7 50
2 men's shoes, 90		1 80
1 ditto		1 05
3 ditto, 7*s*		2 63
7 ditto, 8*s*		7 00
1 ditto, 6*s*		75
1 ditto		95
3 boys' shoes, 3*s*		1 13
2 ditto, 5*s*		1 25
3 ditto, 36		1 68
13 ditto, 60		7 80
2 fine books, 3 25		6 50

1 ditto		$2 00
4 boys' books, 8s		4 00
2 ditto, 120		2 40
1 ditto		1 20
	19 men's books, 1 75	33 25
143	7 misses' shoes, 40	2 80
	3 ditto, 46	1 38
1 ditto, 8s. 6		1 06
1 ladies' shoes		60
4 ditto, 65		2 60
9 ditto, 3s		3 38
7 ditto, 55		3 85
1 pair men's rubbers		75
6 pair misses' slip., 40		2 40
11½ dozen pair suspenders, 80		9 20
10 dozen German gloves, 2 00		20 00
5 cases, 50		2 50
Drayage		25
		881 34

CHICAGO, *Feb'y 9th*, 1855.

5 dozen ass'd kid gloves, 8 50		$46 75
6 cord and tassels, 2s. 3		1 67
9-12 dozen ditto		84
6 ditto, 20		1 20
1 J. ditto, 14 15-12, 6s		10 81
3 y'd bl'k s'lk vel., 13s		4 88
3 ditto, 2, 2s		8 25
1 broch. long shawl		21 00
1 wool long shawl		5 25
1 ditto		6 00
	1 ditto	5 00
144	1 piece vel. trimming, 12s	1 50
	6 ditto, 8s	6 00
7 ditto, 12s		10 50
1 ditto, 1 67½		1 68
4 ditto, 85		3 40
4 ditto, 75		3 00
4 ditto, 42½		1 70
4 ditto, 67½		2 70
4 ditto, 62½		2 50
4 ditto, 60		2 40
4 ditto, 60		2 40
4 ditto, 50		2 00
3 pieces vel. galloon trimming, 10s		3 75
7 neckties, 3s. 6		3 06
4 pieces vel. triming, 36		1 44
7 neckhan'k'fs, 5s		4 38
6 ditto, 5s		3 75
7 ditto, 5s. 4		4 67
2 ditto, 1s. 4		1 83
1 ditto, 2s. 6		31
1 ditto, 5s		63

5 ditto, 80		$4 00
6 ditto, 50		3 00
37 ditto, 23		8 51
1 ditto		50
1 ditto		35
	1 ditto, 5*s*	63
145	1 ditto	1 38
	1 ditto	1 75
1 ditto		54
2 ditto, 50		1 00
2 ditto, 9*s*. 4		2 33
3 ditto, 8*s*. 4*d*		3 13
		199 99

1 piece K'y jean, 36, 26	$9 36
1 ditto, 44½, 25	11 13
1 ditto, 45, 18	8 10
1 Eng. mereno, 27, 27	7 29
1 changable camlet, 10, 62½	6 25
1 piece alpacca, 10¾, 2*s*	2 69
2 pieces liones cloth, 82, 33	27 06
1 piece chang. camlet, 10¼, 68	6 97
1 piece Eng. merino, 40, 50	20 00
1 ditto, 22½, 28	6 30
1 ditto, 15, 32½	4 88
2 ditto, 67¾, 40	27 10
1 ditto, 38¼, 50	19 13
2 Persian twill, 91, 25	17 75
1 ditto, 36½, 25	9 13
5 pieces mus. delaine, 157, 20	31 55
2 ditto, 61½, 21½	13 23
3 ditto, 92¼, 21	19 37
2 ditto, 71¼, 19	13 54
1 ditto, 30½, 18	5 49
1 ditto, 32½, 17½	5 69
1 ditto, 32, 16	5 12
146 1 ditto, 17, 32½	5 53
1 pieces Persian cloth, 17¼, 18	2 39
1 ditto, 15¾, 19	2 99
5 pieces twill, plain, 130, 1*s*. 4	21 67
1 piece poplin, 31½, 44	13 86
2 ditto, 40¾, 17	6 93
1 piece birds-eye, 21½, 3*s*	8 06
2 lbs. whalebone, 60	1 20
5-12 doz. undershirts, 8 00	3 33
4-12 doz. ditto, 8 25	2 75
1 doz, ditto	6 00
8 doz. neck-ties, 50	4 00
11 doz. ditto, 75	8 25
1 doz. ditto, 5*s*. 8*d*	71
8 doz. ditto, 55	4 40
12 stocks, 4*s*	7 50
24 doz. Walker's spool cott., 28	6 72
3 doz. Coats's spool cott., 47½	1 43

1 piece sheeting to line, 37, 6¼		$2 31
1 piece bl'k cass., 25, 85		21 25
1 piece fancy cas's, 33¼, 58		19 29
10 hemst'ch h'k'fs, 3s. 4		6 67
1 col'd bor'd h'k'f, 4s. 8		58
8 ditto, 3s. 8		3 67
4 ditto, 5s. 6		2 75
6 ditto, 3s. 6		2 63
1 emb'd h'k'f, 15s		20 62
7 ditto, 19s		16 63
147 9 grass linen h'k'fs, 52		4 68
5 ditto, 3s		1 87
4 embr'd col'd br'd h'k'fs, 14½		5 68
2 ditto, 75		1 50
1 col'd bor'd h'k'f		52
2 ditto, 5s		1 25
4 hemst'ch'd h'k'fs, 4s. 2		2 08
8 linen h'k'fs, 2s		2 00
12 ditto, 2s. 3		3 38
11 ditto, 34		3 74
7 ditto, 2s		1 75
24 ditto, 1s. 5		4 25
12 linen h'k'fs, 1s. 5d		2 13
1 p'k'g box		75
Drayage		25
5 grass lin. h'k'fs, 3s		1 88
		524 06

CHICAGO, *Feb'y 13th*, 1855.

12 pieces print, 407,6		$24 42
6 ditto, 222½, 6½		13 90
13 ditto, 497½, 7		34 83
5 ditto, 170, 92		12 75
3 ditto, 113¾, 8		9 10
5 ditto, 145½, 8½		12 37
5 pieces print, Eng., 153½, 10½		16 12
1 white flan'l, 25⅝, 57½		14 73
1 ditto, 32, 18½		5 92
1 ditto, 35, 19		6 65
1 ditto, 26¼, 30		7 88
148 1 ditto, 23¾, 50		11 87
1 red flan'l, 46½, 26		12 09
4 doz. child. worst. hose, 12 5		5 00
1⅔ doz. col'd doyhis, 10s		2 08
½ doz. ditto, 70		1 05
14⅓ doz. ditto, 6s		10 75
1 bro. ditto		80
4 bro. m. tablecloth, 40		1 60
10 ditto, 3s. 4		4 17
1 piece hak'b'k, 31, 8		4 08
1 ditto, 49, 10		4 90
1 bro. Holland, 26½, 15		3 98
1 blea. Holland, 20½, 21		5 36
1 piece cot. t'bl dra'p, 43, 15		6 45

1 piece blea. drill, 38, 9½		$3 63
3 doz. pat. board, 50		1 50
1 lt. grey cloth, 26¾, 70		18 73
1 st'p satinet, 21, 16		3 36
1 sat. cass., 15, 52½		7 86
1 ditto, 37, 32½		12 02
1 blea. sat., 25, 5*s*		15 63
1 bl'k D. S. cass., 5½, 15*s*		10 31
1 twl'd, 26, 32½		8 45
1 nankin, 30½, 15		4 58
2 ditto, 59¼, 14		8 29
5-12 doz. lad. in. rub. mittens, 6 00		2 50
6-12 doz gent's in. rub. mittens, 6 00		3 00
1 doz. gent's in. rub. gloves		12 00
149 ½ doz. child cot. ditto, 9*s*		56
⅓ ditto, 20*s*		83
3 2-12 ditto, 4*s*		1 58
7-12 doz. lady's b'lk ditto, 60		35
2-12 doz. lady's cotton		46
6-12 ditto, 10*s*		94
4-12 ditto, 6*s*		25
10-12 ditto, 21*s*		2 19
1 ditto, 18*s*		2 25
2-12 ditto, 3 00		50
8-12 ditto, 10*s*		83
5-12 ditto, 12*s*		60
1 3-12 doz. spun silk ditto, 3 00		3 75
8-12 doz. ladies' spun silk gloves, 18*s*		1 50
4-12 ditto, 20*s*		83
5-12 doz. gent. cot. ditto, 3 50		1 46
4-12 ditto, 15*s*		63
1-12 ditto, 12*s*		13
1 10-12 ditto, 9*s*		2 06
1 aht. Berlin ditto		75
3 8-12 blue cot. ditto, 9*s*		4 13
1 doz. lady's bro. cot. hoes, 8*s*		1 00
2 ditto, 11*s*		2 75
2 grey rib'd ditto, 10*s*		2 50
1 slate dotto, 11*s*		1 38
1 had mix'd ditto, 9*s*		1 12
1 ditto, 11*s*		1 38
1 ditto, 13*s*		1 62
150 1 bl'k ditto		1 20
1 white ditto		1 00
1 ditto, 18*s*		2 25
7-12 ditto, 14*s*		1 02
¾ ditto, 20*s*		1 88
1 ditto		2 00
1 doz. mix'd cot. ½ hose		1 10
1 ditto		1 25
1 ditto		1 50
1 und. ditto		1 75
12 pr. ladies' bro. cot. dm'd end. feet ditto, 58		6 96
1 piece green Flor. silk, 17¾, 23		4 08
1 D. K. pink ditto, 17½, 23		4 08
1 orange ditto, 29¼, 23½		6 88
1 p. white Florence silk, 7, 2*s*		1 75

	1 p. tan ditto, 28, 2*s*	$7 90
	1 p. brown ditto, 12½, 2*s*	3 13
	1 p. drab ditto, 9¾, 2*s*	2 44
	1 ditto, 29½, 2*s*	7 38
	1 p. blue ditto, 5, 2*s*	1 25
	1 ditto, 9⅜, 2*s*	2 34
	1 ditto, 5⅝, 2*s*	1 41
	1 p. green ditto, 12½, 2*s*	3 12
	1 ditto, 8, 2*s*	2 00
	1 p. straw ditto, 8¾, 2*s*	3 19
	1 p. cherry ditto, 30½, 2*s*	7 63
	1 ditto, 5¼, 2*s*	1 31
	1 p. pink ditto, 7¼, 2*s*	1 81
151	1 p. blue ditto, 12¼, 2*s*.	3 31
	1 p. straw ditto, 15¼, 2*s*. 2	4 19
	1 p. bl'k ditto, 23½, 27	6 46
	1 p. purple ditto, 4¾, 28	1 33
	1 p. plaid ditto, 9¼, 35	3 24
	1 ditto, 20⅜, 35	7 13
	1 ditto, 3⅛, 35	1 09
	2 p. bl'k satin ribbon, 10, 7½	2 15
	1 ditto	1 30
	5 p. col'd satin ribbon, 1 25	6 25
	4 ditto, 10, 7½	4 30
	2 ditto, 10, 4	2 08
	1 ditto	75
	6 ditto, 66	3 96
	3 yds. col'd satin ribbon, 50	1 50
	5 ditto, 41	2 05
	1 ditto, en., 40, 45	85
	4 ditto, 31	1 24
	2 ditto, 32	64
	2 bl'k tuff ribbon, 11*s*	2 75
	1 ditto	1 04
	1 ditto	66
	1 ditto, 5*s*	63
	3 ditto, 45	1 35
	2 ditto, 32½	65
	8 col'd tuff ribbon, 29	2 32
	4 ditto, 27½	1 10
	1 ditto	45
152	4 ditto, 42½	1 70
	10 ditto, 40	4 00
	1 ditto	65
	2 ditto, 5*s*	1 25
	1 ditto	25
	2 ditto, 32	64
	1 ditto	1 75
	1 ditto	1 67
	2 ditto, 1 00	2 00
	5 ditto, 1 04	5 20
	3 ditto, 66	1 98
	3 doz. bl'k and wh't wadding, 2*s*	75
	3 cases, 4*s*.; dray'ge, 2*s*	1 75
		553 09

CHICAGO, *Feb'y* 22*d*, 1855.

1 p. camb. inserting, 9, 40		$3 60
1 ditto, 2½, 3*s*		94
1 ditto, 17½, 26		4 55
3 ditto, 21, 26		4 20
1 ditto, 14, 16½		2 31
1 ditto, 3½, 13		46
1 ditto, 10½, 12½		1 31
1 ditto, 8½, 10		85
1 ditto, 11½, 9		1 04
1 ditto, 12, 8		96
1 ditto, 18, 7		1 26
1 ditto, 15, 6		90
1 p. edging, 12, 50		6 00
1 ditto, 8, 4*s*		4 17
153 1 ditto, 4¼, 3*s*		1 59
1 ditto, 8, 30		2 40
1 ditto, 9, 2*s*. 3		2 53
1 ditto, 12, 2*s*		3 00
1 ditto, 3, 1*s*. 6		56
2 ditto, 19, 15		2 85
1 ditto, 15, 2*s*		1 88
1 ditto, 15½, 10½		1 63
1 ditto, 6, 10½		63
1 ditto, 20, 9		1 80
1 ditto, 36, 6¾		2 43
3 bonnet ribbon, 36, 34		12 24
1 ditto		3 50
2 p. bonnet ribbon, 20*s*		5 00
1 ditto, 9*s*		1 13
3 ditto, 18*s*		6 75
2 ditto, 12*s*		4 25
2 ditto, 16*s*		4 00
1 ditto, 15*s*		1 88
1 ditto		4 00
2 ditto, 4 75		9 50
4 ditto, 3 50		14 00
1 ditto		3 25
1 ditto		5 00
5 ditto, 4 00		20 00
1 ditto		4 50
1 ditto		4 75
2 ditto, 2 00		4 00
154 3 ditto, 14*s*		5 25
5 ditto, 13*s*		8 13
6 ditto, 12*s*		9 00
1 ditto, 10*s*		1 25
1 ditto, 8*s*. 6		1 06
1 ditto		85
7 plaid trimming, 8*s*		7 00
10 polka trimming, 92½		9 25
1 ditto		40
3 ass'd trimming, 90		2 70
6 ditto, 3*s*		2 25
7 ditto, 50		3 50
1 bl'k s'lk fringe, 1½ dz., 4 00		6 00

1 br'n s'lk fringe, 1 dz., 6 00		$6 00
6 pieces loop s'lk fringe, 18 dz., 8*s*		18 00
1 silk galloon, 1½, 4*s*		75
2 ditto, 36 y'ds, 6		2 16
3 ditto, 2 11-12, 3*s*		1 09
1 ditto, 21 y'ds, 1*s*. 2		3 06
1 ditto, 12, 23		2 76
1 ditto, 18, 1*s*. 3		2 81
1 ditto, 21, 1*s*. 2		3 06
1 ditto, 24, 1*s*. 3		3 75
2 ditto, 20¾, 23½		4 88
1 ditto, 12 y'ds		3 50
1 ditto, 12 y'ds		3 00
4 ditto, 10*s*		5 00
4 ditto, 80		3 20
155 5 M. f'g'd rib., 3 00		15 00
2 fringe trim. rib., 24, 1*s*. 2		3 50
1 ditto		2 00
3 ditto, 18*s*		6 75
2 fringe satin trim. rib., 18*s*		4 50
2 bl'k cot. vel. rib., 12*s*		3 00
4 col'd cot. vel. rib., 8*s*		4 00
1 gimp, 3 dz., 3*s*		1 13
1 ditto, 3, 5*s*		1 87
1 ditto, 3, 4*s*		1 50
1 ditto, 12 y'ds, 10		1 20
1 gauze trim. ribbon, 12 y'ds, 1*s*		1 50
2 ditto, 24, 14		3 36
1 white trim. ribbon, 36, 11		3 96
2 p. sup. silk braid, 55		1 10
1 fl'n silk braid		35
1 trim. rib., 18, 14		2 52
1 ditto, 12, 76		3 75
1 ditto, 18, 11		1 98
2 ditto, 36, 8		2 88
1 ditto, 18, 6		1 08
1 bullion fringe, 21½, 7		1 51
2 ditto, bz., 50		3 00
1 ditto, 3 bz., 50, 8*s*		3 00
1 Irish linen, 13 y'ds, 60		7 80
3 dz. night-caps, 2*s*		75
6 7-12 dz. tho. truses, 3*s*. 6		2 88
11 11-12 dz. tho. truses, 4*s*		5 96
156 1 p. wh'te camb. fringe		79
1 ditto		92
4 ditto, 8*s*		4 00
1 ditto		1 25
1 ditto		1 05
2 ditto, 9*s*		2 25
1 ditto, 9*s*		1 13
1 ditto		1 33
9 ditto, 12*s*		13 50
2 ditto, 14*s*		3 50
1 ditto		1 17
1 ditto		1 84
1 ditto		1 68
2 ditto, 1 60		3 20

	1 wht. curtain fringe	$1 43
	1 p. wht. curt. fringe	1 07
	1 gro. r'nd stay laces, 5*s*	63
	12 gro. shoe laces, 1*s*. 6	2 25
	4 pk. $\frac{3}{4}$ pins, 60	2 40
	2 pk. 3-3 pins, 65	1 30
	2 pk. mourning pins, 30	60
	1 pk. bl'k s'lk th'd	1 20
	2 ditto, 80	1 61
	2 ditto, 78	1 36
	1 pk. ass. col'd th'd	90
	20 dz. ass. col'd pno. th'd, 5	1 00
	4 dz. bl'k cot. 50	2 00
	1 gent's double laces	4 50
157	2 bl'k stay bind, 38	76
	2 ditto, 33	66
	5 pieces German edging, 10	50
	7 dozen bobb. footing, $6\frac{1}{4}$	44
	2 yards In. Honiton cotton edge, 20	4 80
	1 ditto, 12, 1*s*	1 50
	1 ditto, 12, 8	96
	2 ditto, 36, $7\frac{1}{2}$	2 70
	1 ditto, 24, $4\frac{1}{2}$	1 08
	1 yard Smynia cotton edge, 24, $5\frac{1}{2}$	1 32
	1 ditto, 24, 4	96
	2 ditto, 92, 4	2 88
	1 yard cotton edging, 24, $3\frac{1}{2}$	84
	2 ditto, 48, 3	1 44
	8 Saxony and cotton Tho. edging, 228, $2\frac{1}{2}$	5 70
	8 pieces Saxony and Tho. cotton edging, 300, 2	6 00
	4 ditto, 180, $1\frac{1}{2}$	2 25
	12 silk serp. braid, 30	3 60
	9 dozen worsted fine braid, 3*s*	3 38
	1 piece black fine delaine, $40\frac{7}{8}$, 31	12 67
	1 ditto, 20, $42\frac{1}{2}$	8 50
	1 blue, fine delaine, 20, 39	9 80
	1 tan fine delaine, $16\frac{1}{4}$, 3*s*. 3	6 60
	5 ass'd col'd delaine, 90, $42\frac{1}{2}$	38 25
	2 ditto, $40\frac{1}{4}$, 40	16 10
	2 ditto, $22\frac{3}{4}$, 45	10 24
	2 ditto, $16\frac{3}{4}$, 50	8 38
	1 ditto, $14\frac{1}{8}$, 36	5 09
158	6 ditto, $128\frac{7}{8}$, 3*s*	48 33
	1 black frgd. mor., $35\frac{3}{4}$, 2*s*	8 94
	1 white frgd. mor., $36\frac{3}{4}$, 2*s*	9 19
	6 royal Valencia sk'ting, $133\frac{3}{4}$, $20\frac{1}{2}$	27 42
	1 plain Turkey red, $21\frac{1}{2}$, 21	4 52
	1 figured Turkey red, 31, 21	6 51
	1 white dimity, 45, 16	7 20
	1 worsted sage, 28, $26\frac{1}{2}$	7 42
	1 ditto, $25\frac{3}{4}$, 22	5 67
	1 ditto, $25\frac{1}{2}$, 33	8 42
	1 ditto, $12\frac{1}{2}$, $32\frac{1}{2}$	3 98
	4 ditto, $63\frac{3}{4}$, 25	5 94
	1 star shirting, $37\frac{3}{4}$, $6\frac{1}{4}$	2 36
	1 black I. satinet, $9\frac{1}{2}$, 40	13 30

1 pink alpacca, 19, 26		$4 94
1 piece pink alpacca, 22, 11		11 00
1 ditto, 13⅛, 75		9 94
1 raw silk, 10½, 75		7 88
1 scarlet cashmere, 2¾, 70		1 93
1 raw silk, 2½, 75		1 88
1 drab alpacca, 4, 4*s*		2 00
1 flannel, 12¼, 4*s*		6 13
115 dozen dress buttons, 1*s*. 4		19 17
8 pair long lace netts, 5*s*		5 00
12 gross P. M. vest buttons, 16		1 92
10 gross ass't coat buttons, 60		6 00
9 a white bro. th'd, 30		2 70
15 gross last. coat buttons, 43		6 45
159 4 ditto, 40		1 60
4 metal buttons, 5*s*		2 50
3 ditto, 65		1 95
4 ditto, 42		1 68
1 ditto, 6*s*		75
17 enameled vest or d., 4*s*		3 50
6 ths. metal or d., 44		2 64
2 ditto, 42		84
2 ditto, 35		70
1 packing box		1 00
		861 78

CHICAGO, *Mar.* 1*st*, 1855.

2 pieces pr. delaine, 22½, 30	$6 75
1 ditto, 14, 25	3 50
1 piece check delaine, 19¾, 22	4 36
3 ditto, 53, 21	11 24
13 mousl. delaine, 287, 20	57 40
2 ditto, 36¾, 1*s*. 6	6 89
5 ditto, 70, 18	12 60
7 ditto, 140¼, 17	23 84
11 ditto, 279½, 16	44 72
1 ditto, 35, 15½	5 43
6 ditto, 109, 15	16 35
2 ditto, 57, 14	7 98
17 ditto, 434¼, 12½	54 28
1 ditto, 15¼, 11½	1 76
4 ditto, 97, 10½	10 18
1 remnants, 3, 20½	62
1 ditto, 5¾, 27½	1 58
160 3 ditto, 12, 19	2 28
1 ditto, 3¾, 18½	69
2 ditto, 11, 16	1 76
1 ditto, 6, 1*s*	75
2 ditto, 12, 30	3 60
40 ditto, 179, 20	35 85
1 ditto, 7, 15	1 05
3 ditto, 12¾, 16½	2 10
3 ditto, 5½, 22	1 21

1 ditto, $3\frac{3}{4}$, $22\frac{1}{2}$		$ 88
13 ditto, $54\frac{3}{4}$, 17		9 31
1 ditto, $5\frac{1}{4}$, 11		58
1 ditto, $6\frac{1}{4}$, 16		1 00
1 ditto, 7, 16		1 12
11 ditto, $45\frac{3}{4}$, 18		8 24
10 ditto, $42\frac{1}{4}$, 1*s.* 6*d*		7 92
2 ditto, $5\frac{1}{4}$, $19\frac{1}{2}$		1 03
11 ditto, $55\frac{1}{4}$ 1*s*		6 91
6 ditto, 25, $19\frac{1}{2}$		4 38
7 ditto, $29\frac{3}{4}$, 21		5 83
4 ditto, $16\frac{1}{2}$, 2*s*		4 13
1 ditto, 6, $31\frac{1}{4}$		1 88
2 ditto, $4\frac{3}{4}$, 3*s*		1 78
1 ditto, 3, 65		1 95
1 piece black alpacca, $9\frac{1}{2}$, 10		95
2 ditto, $57\frac{1}{4}$, 1*s*		9 16
2 ditto, 18, 17		3 06
2 ditto, $26\frac{1}{4}$, 1*s.* 6		4 97
161 2 ditto, $27\frac{3}{4}$, 20		5 55
1 ditto, $5\frac{1}{4}$, 2*s.* 6		1 02
1 ditto, 17, 33		5 61
1 ditto, 15, 48		7 44
1 ditto, $15\frac{3}{4}$, $59\frac{1}{2}$		9 06
2 ditto, $29\frac{1}{4}$, $67\frac{1}{2}$		19 75
3 ditto, $24\frac{1}{2}$, 3*s*		9 19
1 ditto, $10\frac{1}{4}$, 25		2 56
4 col'd brocade ditto, $55\frac{3}{4}$, 2*s.* 6		17 42
1 ditto, $28\frac{1}{4}$, 33		9 32
4 ditto, $77\frac{3}{4}$, 35		27 21
1 piece col'd bro. alpacca, 27, 38		10 26
1 ditto, $28\frac{1}{4}$, $37\frac{1}{2}$		10 57
1 ditto st'p'd ditto, $7\frac{1}{4}$, 60		4 35
1 cl'k alpacca, 22, 44		9 68
1 satin st'p'd alpacca, $2\frac{3}{4}$, 2*s*		69
1 shady st'p'd Eng. merino, 6, 65		3 90
1 ditto, 13, 50		6 50
1 bro. ditto, $5\frac{1}{2}$, 2*s.* 6		1 75
2 ch'k ditto, $21\frac{1}{4}$, 17		3 61
1 ditto, $28\frac{1}{4}$, 25		7 06
1 ditto, $7\frac{1}{2}$, 23		1 73
1 ditto, $21\frac{1}{2}$, 3*s*		8 06
1 ditto, 15, $26\frac{1}{4}$		3 98
1 plain chang'ble ditto, 30, 35		10 59
1 ditto, $5\frac{1}{4}$, 40		2 10
2 ditto, $19\frac{1}{2}$, 28		5 46
1 ditto, $3\frac{3}{4}$, $27\frac{1}{2}$		97
162 2 sh't'g to line, 47, $6\frac{3}{4}$		3 17
1 ditto, 29, $6\frac{1}{4}$		1 81
1 French prints, 6, 1*s.* 6		1 13
1 ditto, $10\frac{1}{2}$, 20		2 10
1 ditto, 18, $6\frac{1}{2}$		2 97
1 P. A. & Son's prints, 25, $12\frac{1}{2}$		3 13
1 gingham, $14\frac{3}{4}$, 20		2 95
1 French prints, 16, 16		2 56
1 ditto, $4\frac{3}{4}$, $16\frac{1}{2}$		78

	1 ditto, 10, 1*s.* 6	$1 88
	1 ditto, 9½, 11½	1 09
	3 pieces French prints, 34½, 12½	4 31
	1 ditto, 11½, 15	1 73
	2 ditto, 100¾, 15½	15 61
	2 ditto, 20¼, 16	3 24
	1 ditto, 4¼, 16½	70
	4 ditto, 64¼, 17	10 92
	9 ditto, 88½, 18¾	16 59
	5 ditto, 79, 20	15 80
	1 ditto, 14 21	2 94
	6 ditto, 123¾, 25	30 94
	1 ditto, 7½, 3*s*	2 81
	1 chambray gingham, 26½, 18	4 77
	2 ditto, 7¾, 18¾	1 45
	1 ditto, 13, 19	2 47
	6 ditto, 100, 20	20 00
	1 ditto, 20, 21	4 20
	1 ditto, 14¾, 25	3 69
163	1 sheeting to hire, 25, 6¼	1 56
	8½ dozen metal po'k't combs, 3*s*	94
	1 piece raw silk, 12, 33	3 96
	1 ditto, 12, 57	6 84
	1 ditto, 9¼, 3*s*	3 47
	1 gala plaid, 1¾, 5*s*	1 09
	1 ditto, 3¾, 2*s.* 6	1 18
	1 ditto, 3½, 55	1 92
	1 ditto, 34¾, 55	13 61
	1 ditto, 47½, 22½	10 69
	1 ditto, 44¾, 25	11 19
	1 ditto, 37, 27	9 99
	1 ditto, 31½, 30	9 45
	1 ditto, 16¼, 4*s*	8 13
	1 ditto, 37, 25	9 25
	1 ditto, 34½, 40	13 80
	1 ditto, 26¾, 3*s*	10 03
	1 silk worst., 36½, 70	25 55
	1 brocade, 24, 40	9 60
	1 debage, 10, 25	2 50
	1 ditto, 58¼, 25	14 63
	4 g. worst. cuffs, 2*s.* 6	1 25
	6 linen tab. cloths, 14*s*	10 50
	6 8-10 snow-drop cloths, 2, 25	13 50
	8 10 by 10 damask cloths, 12*s*	12 00
	1 piece sheeting to , 30½, 6¼	1 91
	1 g. and ld. mix. cot. hoes, 13*s*	1 63
164	1 ditto, 20*s*	2 50
	1 piece Irish linen, 14, 45	6 30
	1 ditto, 14, 40	5 60
	12 wool long shawls, 2 00	24 00
	1 piece Eng. tab. cloth, 2¼, 70	1 75
	1 ditto, 1¾, 70	1 23
	1 C. jean, 36¾, 10½	3 86
	1 ditto, 38, 9¾	3 71
	23 muslin collars, 90	20 70
	2 ditto, 11*s*	2 75

2 ditto, 12*s*		$3 11
1 ditto		2 30
1 ditto		3 00
1 muslin collar		3 50
1 sett col. and sleaves		50
1 pair f'cy case, $7\frac{3}{4}$, 6*s*		5 81
1 grey cloth, $13\frac{3}{8}$, 13*s*		21 74
1 f'cy case, $23\frac{1}{2}$, 58		13 63
1 satinet, $17\frac{1}{2}$, 16		2 80
1 gambroon, $15\frac{1}{2}$, 30		4 65
1 satinett, 37, $32\frac{1}{2}$		12 03
1 ditto, $37\frac{1}{4}$, $32\frac{1}{2}$		12 11
1 sheep grey, $23\frac{1}{4}$, 44		10 23
1 artic case, 34		8 16
1 ditto, $38\frac{3}{4}$, 26		10 08
1 K'y jane, $44\frac{1}{2}$, 25		11 13
1 sheeting to hire, $37\frac{3}{4}$, $6\frac{1}{4}$		2 36
4 cambric und. sleaves, 47		1 88
165 2 ditto, 40		80
12 ditto, 3*s*		4 50
7 ditto, 2*s*		1 75
2 ditto, 14*s*		3 50
2 ditto, 2 $12\frac{1}{2}$		4 25
7 ditto, 2 30		16 10
2 ditto, 3 25		6 50
1 ditto		1 50
1 ditto		2 00
3 lace undersleeves, 9*s*		3 38
2 ditto, 10*s*		2 50
2 ditto, 8*s*		2 00
2 ditto, 7*s*		1 75
1 chemizette		2 25
1 ditto		3 85
1 ditto		1 13
1 ditto		1 85
1 ditto		1 13
1 ditto		2 25
1 ditto		3 75
1 sett chemizette and sleeves		6 50
3 ditto, 2 75		8 25
1 muslin collars		93
3 dozen black wadding, 3*s*		75
6 cases, 4*s*		3 00
Drayage		25
		1, 261 06

167 CHICAGO, *March 13th*, 1855.

3 pieces drill, 123, 8	$9 84
1 G lads rib'd cot. hoes, 10*s*	1 25
1 ditto, slate, 18*s*	2 25
1 ditto, 14*s*	1 75
1 ditto	3 00
2 ditto, 1 38	2 76
2 mix'd cot. $\frac{1}{2}$ hoes, 10*s*	2 50

	4 child. clouded, 10*s*	$5 00
	1 damask napkins, 22*s*	2 75
	1 ditto, 20*s*	2 50
	1 ditto, 15*s*	1 88
	1 ditto, 16*s*	2 00
	1 ditto, 12*s*	1 50
	4 ditto, 1 20	4 80
	1 piece denims, 41, 10½	4 31
	1 hickory stripe, 34, 10½	3 57
	3 fine unbl'd water twist, 104¾, 10	10 48
	6 Great Falls, 203¾, 9½	19 35
	4 Kenebec, 151, 9½	14 35
	5 Waterford, 170¾, 8½	14 51
	2 Aganana bleach, 87¾, 12	10 53
	2 F. and P. bleach, 79, 10¾	8 49
	2 M't Washington, 80, 10	8 00
	2 Westchester, 65½, 9	5 90
	2 Lowell premium, 67½, 8½	5 74
	3 Richmond b., 104½, 6¾	7 05
	2 plaid muslin, 101¾, 20	20 35
168	1 Swiss lawn, 24½, 17½	4 29
	1 ditto, 24½, 16½	3 96
	6 print muslin, 117¾, 14	16 49
	2 print lawn, 74, 12½	9 25
	1 ditto, 32, 12	3 84
	4 ditto	9 47
	8 ditto	10 10
	4 ditto	9 18
	3 ditto	5 54
	12 ditto	24 78
	16 ditto	30 47
	22 silk twist braid	6 60
	2 by Valencia im. edging	2 40
	1 ditto	1 31
	2 Valencia in. edging, 1 50	3 00
	6-7 pieces blue silk pt. hd'kf, 2, 00	1 71
	7 pieces orange purple hd'kf, 36	2 52
	6-7 silk hd'kf, 2, 25	1 93
	5 ditto, 5*s*	3 23
	6 ditto, 65	3 90
	1 ditto	2 25
	6 ditto, 36	2 16
	4 silk emb'd'g braid, 50	2 00
	3 Clark Mills sh'tg, 100, 8¼	8 25
	1 Pearl River sh'tg, 31¼, 7¼	2 27
	1 Gold River sh'tg, 25¾, 6¾	1 73
	2 boxes, 4*s*	1 00
169	Drayage	20
		350 24

CHICAGO, *March 29th*, 1855.

	3 gross knitt'g pins, 50	$1 50
	6 dozen soap, 22	1 32
	3 Warnot oil soap, 37½	1 13

	3 transparent soap, 40	$1 20
	2 gross lead-pencils, 40	80
	2 L. brushes, 37½	75
	1 ditto, 11*s*	1 38
	3 box wafers, 28	84
	5 sealingwax, 3*s*. 6	1 94
	½ German look. glass, 7*s*	44
	1 snuff-boxes	69
	1 tobacco-boxes	81
	11-12 hair-brushes, 3 00	2 75
	2 cloth brushes, 2 00	4 00
	3 3-12 zinc mirrors, 28	91
	4 dress'g combs, 27½	1 10
	4 ditto, 32½	1 50
	1 piece bar'd muslin, 10, 15	1 10
	1 ditto, 11¼, 24	2 70
	1 ditto, 16, 30	4 80
	1 Selicia, 49¼, 14½	7 14
	5 bro. lin. tablecloth, 40	2 00
	1 piece diaper	1 40
	1 ditto	1 25
	1 ditto	1 05
170	1 paper muslin, 20, 10	2 00
	1 hukabuk diaper, 58½, 19	11 12
	1 ripka conde, 30, 15	4 50
	2 bl'k silk cravats, 1 00	2 00
	1 ditto, 9*s*	88
	1 m. midles, 13*s*	1 63
	1 ditto, 14*s*	1 75
	2 ditto, 4*s*	1 00
	1 piece print, 42, 5¼	2 21
	1 ditto, 37, 6	2 22
	15 ditto, 555¼, 7	38 87
	1 ditto, 36¼, 7½	2 72
	2 ditto, 71¾, 8	5 74
	2 pieces sheeting, 35, 6¼	2 24
	½ piece bl'k velvet ribbon, 2 35	1 18
	3 lbs. wrap. twine, 20	60
	8 gro. wood p'k't combs, 20	1 60
	10 pieces print, 361½, 7	25 31
	1 box, 4*s*	50
		152 77

CHICAGO, *May 14th*, 1855.

	3 pieces b. drill, 104¾, 30	$3 43
	4 pieces ripka st'p, 139¾, 17½	24 21
	1 piece Elmwood plaid, 35¾, 22½	8 04
	1 Metamora st'p 39, 17½	5 25
	1 Caspian plaid, 37¼, 17½	4 77
	2 antique cass., 72, 18	12 96
	2 red b. cass., 74, 22⅔	16 65
	1 fom. cass., 33, 32½	10 73
171	1 summer cass., 39, 24	9 36
	1 Bl'k Hawk, ditto, 36, 37½	13 78

1 Rose ditto, 39½, 25		$9 87
2 Rapahan, 87, 18¾		16 31
2 York Mills ditto, 66, 17½		11 55
1 Atlantic ditto, 46, 15		6 90
2 Melrose D., 85¼, 10½		8 95
2 Eagle ditto, 84¾, 9½		8 05
2 Webster ditto, 22¾, 9		7 45
2 blue drill, 87¼, 9		7 85
1 st'p, 69, 9½		6 55
2 ditto, 68¾, 9		6 19
2 Wht. Rock bleach, 79¾, 15		11 96
2 York Mills, 69¾, 15		10 46
2 Soern Mill, 82, 10½		8 61
2 Lancaster, 73½, 9		6 62
1 Langston, 34¾, 9		3 13
1 Arctic, 52½, 8½		4 46
1 Lowell, 30¼, 8½		2 57
6 Patterson, 212, 8½		18 02
3 Richmond, 102¼, 6¾		6 90
1 hand blue flan'l, 32, 10		3 20
1 Kenebec ass'n c'k, 54¼, 14½		7 87
1 b'k gingham, 40, 20		8 00
1 ch'k ditto, 40½, 15		6 08
1 pl'd ditto, 40, 19		7 60
1 ditto, 41½, 14		5 81
3 ditto, 140, 12½		17 50
172 1 plain ditto, 40, 12		4 80
1 Wach Co., 31¾, 11		9 49
1 Gala plaid, 38¼, 10½		4 01
3 Lane ging., 10¾, 10		10 30
4 print, 124½, 10½		13 07
2 ditto, 69½, 10		6 95
3 ditto, 104, 9½		9 88
5 ditto, 164½, 7		11 65
3 ditto, 120½, 6¼		7 53
1 ditto, 37, 6		2 22
1 ditto, 32½, 9		2 93
1 linen damask, 20, 100		20 00
1 birds-eye, 15, 22		3 30
3 doz. linen towels, 2 25		6 75
3 ditto, 2		6 00
3 ditto, 1 75		5 25
3 ditto, 1 37½		4 13
1 ditto		2 25
2 pieces Georgia nankin, 1 25		2 50
2 cord jean, 90¾, 7¾		7 03
1 ditto, 35½, 9		3 20
2 plaid tissue, 21½, 45		9 68
2 ditto, 22½, 27½		6 19
2 challie berege, 72, 15		10 80
1 ditto, 34½, 14		4 83
1, 27, 18		4 86
1 ditto, 36, 22½		8 10
173 2 print jaconetts, 104, 16		16 64
1 ditto, 53¾, 15		8 06
1 silk poplin, 29½, 3*s*		11 06

1 pink st'p chambray, 30, 22½		$6 75
1 blue ditto, 30½, 20		6 10
2 plaid poplin, 39¾, 30		11 93
1 table linen, 19, 47½		9 02
12 lawn, 326, 7½		24 47
1 sheet'g to line, 39¾, 8		3 18
3 lawn, 72¼, 8		5 78
2 ditto, 47, 8½		4 00
5 ditto, 74½, 10½		7 82
1 ditto, 24⅓, 11		2 70
3 ditto, 36½, 12		4 38
7 lawn, 88¼, 12½		11 03
1 ditto, 7¾, 13½		1 05
7 ditto, 141, 14		19 74
4 ditto, 62, 15		9 30
2 ditto, 21, 18		3 78
1 ditto, 10, 25		2 50
1 ditto, 9¾, 10		98
2 Swiss gingham, 59, 17½		10 33
1 dotted Swiss, 10, 12		1 20
1 ditto, 10, 15		1 50
1 ditto, 10, 18		1 80
1 tissue, 11, 25		2 75
1 ditto, 10½, 26		2 73
2 berage delaine, 20, 18½		3 70
174 1 bl'k silk, 84¾, 1 27½		108 06
1 ditto, 78½, 97½		76 54
1 ditto, 34½, 112½		28 81
28 dozen Coats's th'd, 47½		13 30
1 La. fine unbl'd, 34¾, 10		3 48
3 curtain muslin, 36, 23		8 28
1 ditto, 9, 20		1 80
1 ditto, 12, 17½		2 10
2 ditto, 24, 13½		3 24
2 ditto, 21, 27		5 67
2 ditto, 21, 32		6 72
2 ditto, 24, 30		7 20
1 fine linen lawn, 9¾, 112½		10 97
3 ribbon, 28¾, 25		7 19
1 ditto, 11, 2s. 4		3 21
1 ditto, 6¼, 75		4 69
1 ditto, 11, 6s. 8		19 47
3 ditto, 1 25		3 75
1 wht. mus. rib		4 50
1 ditto		3 50
3 col'd ditto, 3 50		10 50
2 shaded ditto, 3 00		6 00
1 pink ditto		2 25
10 rib. fringe, 1 40		14 00
6 ditto, 2 00		12 00
4 ditto, 2 00		8 00
1 pair shell side-combs		29
2 ditto, 25		50
175 2 tuck-combs, 1s. 8		42
3 pieces trim'g braid, 27½		83
50 sk'n silk floss, 3		1 50

	8 pieces mot. edge, 108½, 27	$29 84
	2 cambric ditto, 12, 75	9 00
	1 dozen lad. col'd kid gloves	8 50
	1 linen floss, 5s	63
	1 velvet portmon., 75	75
	1 shell puff-comb	55
	1 bl'k silk shawl	8 00
	2 crape shawls, 6 00	12 00
	1 ditto	12 00
	1 ditto	5 50
	2 ditto., 8 50	17 00
	12 French W. collars, 1 75	21 00
	12 ditto, 75	9 00
	3 ditto, 1 87	5 62
	3 ditto, 1 00	3 00
	3 ditto, 85	2 55
	6 ditto, 37½	2 25
	60 jaconet collars 15	9 00
	48 ditto, 10	4 80
	2 dozen linen ha'k'fs, 2 50	5 00
	2 ditto, 1 75	3 50
	3 ditto, 75	2 25
	2 ditto, 2 00	4 00
	3 ditto, 1 20	3 60
	1 ditto, 2 75	2 75
176	3 ditto, 3 25	9 75
	1 col'd bor'd ha'k'f	5 00
	2 ditto, 2 25	4 50
	1 ditto	2 75
	1 ditto	7 00
	1 ditto	4 50
	3 b'ck common cord, 30	90
	4 fancy cravats, 1 00	4 00
	2 ditto, 1 50	3 00
	1 ditto	2 00
	3-12 dozen bl'k silk cravats, 17 00	4 25
	1 ditto	10 50
	1 ditto	14 50
	1 ditto	9 00
	16 pieces chang. silk, 223½, 43½	97 22
	2 embroy'd table sp'd, 1 62½	3 25
	1 printed ditto	85
	6 grass-cloth sk'ts, 75	4 50
	1 trunk, 18s., 2 straps, 2s	2 75
	11 pieces India silk, 205¾, 50	102 88
	2 pieces li'n h'k'fs, 3 50	7 00
	7 pieces silk do., 47	3 29
	50 pieces cotton flag do., 12½	5 38
	1 green vail	46
	1 brown vail	41
	4 green vail, 37½	1 50
	1 ditto, 2s. 8	33
	1 piece grass-cloth	5 00
177	12 emb'd U. sleaves, 87½	10 50
	10 ditto, 50	5 00

10 ditto, 12½		$1 25
3 emb'd lace sleaves, 1 20		3 60
1 dozen M'ng hd'k'fs		10 50
6 emb'd hem-stitch, hd'k'fs		7 50
2 ditto, 1 50		3 00
1 emb'd hd'k'f		3 00
1 ditto		4 25
1 ditto		4 37
1 ditto		2 87
1 ditto		7 00
3 ditto, 2 50		7 50
	1 ditto	1 75
178	1 emb'dy h'dk'fs	1 63
	10 French work collars, 45	4 50
10 ditto, 40		4 00
10 ditto, 50		5 00
10 ditto, 8s. 6		10 63
10 ditto, 30		3 00
2 ditto, 75		1 50
1 ditto		80
3 ditto, 65		1 95
10 ditto, 60		6 00
3 ditto, 22½		68
3 ditto, 37½		1 12
3 ditto, 20		60
2 gross pant button, 2s. 2		54
1 ditto, 1s. 4		17
1 ditto, 6		06
6 ditto, 11		66
14 dozen col'd spool cot., 11¾		1 61
1 sett coat butt		45
1 ditto		33
2 box welt cord, 12½		25
1 box pins		70
2 ditto, 65		1 30
2 ditto, 55		1 10
1 ditto		50
2 sewing birds, 62½		1 25
2 ditto, 2s. 6		63
	5 8-12 dozen coat buttons, 1s. 6	1 06
179	1 gross coat butttons	33
	3 5-12 smk'd p'l buttons, 1 00	29
1 sett vest buttons		50
3 boxes button rings, 9½		23
2 l't knit cotton, 69		1 38
10-12 gross metal dress but., 65		54
9½ ditto, 87½		70
1 ditto, 2s. 4		29
30 dozen silk dress buttons, 7		2 19
1 gross silk dress buttons		1 00
4 cards linen buttons, 12½		50
1 gross metal vest buttons		1 25
1 ditto		1 00
10-12 ditto, 1 00		83
1 pearl vest buttons		39
2 ditto, 37½		75

1 ditto		$0 50
1 ditto		55
1 ditto		30
1 great gross agate buttons		75
3 ditto, 9		27
2 dozen bl'k stay binding, 27		54
2 drab stay binding, 30		60
6 ivory combs, 60		3 60
1 ditto		1 50
1 ditto		1 56
6 dress buttons, 10		60
1 piece W. satin, 83¾, 70		27 13
180 1 dozen bl'k l'th'd velis, 19*s*		2 38
24 yards lace edging, 30		7 20
24 ditto, 22½		5 40
1 piece lace edging, 32, 95		30 40
1 pink bonnet cord, 7¼, 25		1 81
1 blue bonnet cord, 11, 25		2 75
1 wh't bonnet cord, 9½, 21½		2 04
1 India book mus., 16, 33		5 28
1 frd'g lace, 10, 25		2 50
1 ditto, 8, 24½		1 76
1 ditto, 7, 40		2 80
1 ditto, 9¾, 40		3 90
1 ditto, 10, 36		3 60
1 ditto, 10, 18		1 80
1 ditto, 9, 21		1 89
1 ditto, 10, 21		2 10
1 ditto, 9, 70		6 30
1 jaconette camb., 20, 35		7 00
1 ditto, 19, 21		3 99
1 ditto, 20, 16		3 20
1 ditto, 20, 12½		2 50
1 ditto, 20, 16		3 20
1 trunk, 18*s*. and 2 st'ps, 2*s*		2 75
3 boxes, 8*s*		3 00
Drayage		25
1 piece thil apron c'k, 56¼, 14½		8 15
		1,900 30

181 CHICAGO, *May 16th*, 1855.

2 bonnets, 1 75	3 50
2 ditto, 1 50	3 00
2 ditto, 1 25	2 50
2 ditto, 1 25	2 50
4 ditto, 1 12½	4 50
4 ditto, 95	3 80
13 ditto, 87½	11 38
6 ditto, 80	4 80
14 ditto, 75	10 50
3 ditto, 70	2 10
7 ditto, 65	4 55
6 ditto, 45	2 70
3 ditto, 2 50	7 50

3 ditto, 35		$1 05
5 ditto, 50		2 50
3 ditto, 22½		68
7 ditto, 55		3 85
2 ditto, 40		80
3 ditto, 80		2 40
3 ditto, 65		1 95
3 ditto, 42		1 26
5 m'ng bonnets, 45		2 25
2 ditto, 2 00		4 00
1 dozen lad. lile gloves		2 25
4 ditto, 2 00		8 00
1 ditto, 3 00		3 00
1 gent's silk gloves		3 75
182 4 ditto, 2 12½		8 50
1 dozen gent's mixed gloves		3 75
1 dozen gent's pt. union gloves		4 00
2 dozen lace mitts, 2 75		5 50
9-12 ditto, 3 50		2 63
1 ditto		4 00
1 ditto		3 75
7-12 ditto, 8 75		5 10
1 dozen lace mitts, 3s. 8		46
1 pair lace mitts		21
10-12 pair lad. wh't silk gloves, 6 50		5 42
2 pair razor straps, 1 75		3 50
1 ditto		3 25
2 st. whalebone, 55		1 10
1 dozen		1 25
1 portmon		1 00
1 ditto		1 25
1 ditto		2 13
3 ditto, 2s. 6		94
3 ditto, 2s. 10		1 06
2 ditto, 87½		1 75
3 ditto, 62½		1 88
3 puff-combs, 72		2 16
3 box h. pins, 37½		1 13
2 st. h. pins, 20		40
1 dozen toilet pins		70
1 ditto		65
3 dozen box English, 6s. 4		2 31
183 4 lt. solid-head pins, 50		2 00
1 In. rub. ron. combs		3 25
1 gross thimbles		1 25
1 bl'k silk, 30		12 00
6-12 dozen lad. wh't cot. hoes, 2 37½		1 19
1 ditto		1 75
1 dozen m'x'd cot. hoes		2 50
10-12 ditto, 3 00		2 50
2 dozen bro. cot. hoes, 1 38		2 76
10-12 dozen cap. grey rib'd hoes, 1 25		1 04
11-12 dozen child. hoes, 1 10		1 01
10-12 ditto, 1 80		1 50
2-12 ditto, 1 25		21
3-12 ditto, 1 37½		34

	11-12 gent's cot. ½ hoes, 2 25	$2 06
	8-12 ditto, 1 87½	1 25
	11-12 gent's cot. ½ hoes, m'x'd, 1 10	1 01
	1 gent's bro. cot. ½ hoes	1 06
	1 11-12 ditto, 1 75	3 35
	1 ditto	1 25
	2 p'k't books, 1 00	2 00
	4 ditto, 43	1 72
	6 dress'g combs, 31¼	1 88
	6 ditto, 57	3 42
	6 ditto, 25	1 50
	5 back combs, 87½	4 38
	6 ditto, 62½	3 75
	6 ditto, 46	2 76
184	4 fancy sett stamps, 12½	50
	3 dozen key rings	1 02
	1 hon. co	75
	2 ditto, 62½	1 25
	2 in shell, 37½	75
	12 side-combs, 23	7 76
	6 ditto, 22	1 32
	6 gross thimbles, 1 50	9 00
	1 ditto	1 20
	1½ gross elastics, 1 37½	2 05
	6 ditto, 46	2 76
	2 ditto, 62½	1 25
	6 gross knitt pins, 20	1 20
	3 pant buttons, 18¾	56
	6 dozen stud chains, 34	2 04
	2 gross pearl buttons, 85	1 70
	2 ditto, 90	1 80
	1 ditto	95
	3 2-12 dozen fans, 87½	2 77
	¼ C steel beads, 5 00	1 25
	1 dozen eye goggles	2 50
	12 gross steel rings, 14	1 68
	½ harps, 1 00	50
	1 penholders	80
	1 dozen box wafers, 27	54
	1 ditto	28
	1 gross lead-pencil, 9½	1 13
	1 ditto	40
185	¾ carpe't. pencils, 3 75	2 81
	2 dozen razors, 3 25	6 50
	3 dozen soap, 62½	1 88
	1½ dozen tobacco-boxes, 81¼	88
	1½ ditto, 5*s.* 6	1 32
	¾ ditto, 1 00	75
	1 snuff-box	40
	1 ditto, 62½	63
	12 carpenter lines, 25	3 00
	1 ivory comb, ½rnd	25
	1 ditto	40
	1 ditto	60
	1 ditto	50
	1 ditto	53

2 ditto, 65	$1 30
1 ditto	70
4 ditto	68
4-12 compasses, 1 12½	37
24 pencil leads, 18¾	4 50
2½ redding combs, 1 75	4 38
1 gross penholders	50
3 c'ds toilet pins, 25	75
11 p'r suspenders, 1s. 6	2 06
18 b'x pens, 50	9 00
1 dozen spectacles	1 00
1 dozen spectacle cases	63
1 finger rings	62
186 1 ditto	38
3 ditto, 1s. 10	69
1 dozen finger rings	38
1 ditto	62
13 4-12 breastpins, 1 87½	11 67
4 ditto, 1 00	4 00
4 5-12 ditto, 1 25	5 52
4 2-12 ditto, 75	3 13
6 crosses, 25	1 50
2½ tail pins, 5s	1 56
5 slides, 5s	3 13
22 book boxes, 5	1 10
½ G. S. tablespoons, 2 37½	1 19
1 4-12 ditto, 1 50	2 00
1 1-12 G. S. teaspoons, 75	1 44
5 3-12 Brittania teaspoons, 25	1 31
1 piece bl'k check, 35¾, 16	5 92
2 G. Falls extra, 68, 9½	6 46
Boxes and drayage	1 75
	380 86

CHICAGO, *May 23rd*, 1855.

5 pieces plain barage, 50, 18	$9 00
8 ditto, 80, 25	20 80
1 ditto, 10, 22½	2 25
5 Persian challi, 150½, 18	27 09
1 blue silk illusion, 12, 22½	2 70
1 white silk illusion, 4, 30	1 20
1 ditto, 14, 25	3 50
187 1 ditto, 6¼, 50	3 13
1 pink illusion, 13, 22	2 86
1 cherry illusion, 8, 22½	1 80
1 French crape, 10, 35	3 50
1 ditto, 10¾, 35	3 76
2 dozen ribbon, wide, 3s	75
5 l't white cot. th'd, 47	2 32
3 l't ass'd cot. th'd, 33, 10	3 30
1 piece Ham. cot. flan'l, 32¾, 9	2 95
1 G't Falls unbl'ch'd, 70½, 9½	6 67
2 G't Falls extra, 37¼, 9½	3 54
1 Kenebec P., 60¾, 30	18 23

2 Barnely drill, 12, 57½	$6 90
1 Irish linen, 13, 70	9 10
1 ditto, 13, 25	3 25
1 ditto, 12, 62½	7 67
1 ditto, 12, 65	7 80
1 ditto, 27. 47½	12 83
1 ditto, 340¼, 10	34 03
10 Mer. & Cocheco p'ts, 102¼, 10½	10 73
3 Merrimac	1 00
1 case	
	214 40

CHICAGO, *May 30th*, 1855.

1 bale Lion sheeting, 830, 8¼	$68 48
1 bale Ozark sheeting, 774, 7⅛	60 95
1 bale Stark sheeting, 791, 8	63 28
1 bale Hudson River sheeting, 850¾, 6½	52 11
	244 82

188 CHICAGO, *June 1st*, 1855.

1 piece fustian, 41½, 9½	$3 94
1 12-4 blea. sh't'g, 37½, 37	13 88
1 10-4 blea. sh't'g, 33¾, 32	10 80
1 pillow S. cotton, 44¼, 16½	7 30
1 ditto, 35, 11	3 85
7 gingham, 280, 16	44 80
6 Manch. print, 215¾, 9	19 42
1 bro. linen, 25, 1s. 6	4 69
3 l't blue drill, 131½, 9	11 84
2 twilled nankeen, 33¼, 14	4 66
1 striped nankeen, 17, 15	2 59
2 fancy check, 73¾, 12½	9 95
1 apron check, 49¾, 9	4 48
2 crape shawls, 2 30	4 60
15 bl'k veils, 1 50	22 50
12 emb'd'y h'dk'fs, 1 10	13 20
15 ditto, 55	8 25
1 l't ass'd cot. th'd, 57	2 85
5 l't white cot. th'd, 47	2 35
1 b'lk linen th'd	75
1 ditto	85
1 ditto	1 00
1 ditto	1 15
1 ditto	1 35
2 dozen lad. white cot. hose, 1 00	2 00
2 dozen grey cot. hose, 1 00	2 00
4 miss. mix'd cot. hose, 1 00	4 00
189 1 dozen gent. f'cy half hose, 1 12½	1 13
1 dozen men's bro. cot. p'ts	4 50
11-12 dozen men's bro. cot. vests, 7 00	6 42
1½ t'r needles, 13s	2 44
1 dozen portmonnais, 17s	2 13

2 ditto, 1 00		$2 00
2 ditto, 1 25		2 50
1 ditto		2 25
1 piece Swiss mull., 16, 42½		6 80
1 ditto, 16, 37½		6 00
1 ditto, 16, 30		4 80
1 piece Victoria lawn, 11¾, 40		4 70
1 ditto, 20, 30		6 00
1 piece cambric lawn, 12, 12½		1 50
5 pieces striped lawn, 37, 30		11 10
1 crown linen, 5¼, 6¼		33
1 ditto, 2, 8½		17
1 silk illusion, 10, 27½		2 75
12 trim'g ribbon, 37½		4 50
1 ditto, 4s		50
2 bro. taffita ribbon, 40		80
2 ditto, 29		58
2 ditto, 32½		65
1 ditto, 27½		28
9 fans, 1 62½		14 63
4 ditto, 62½		2 50
2 ditto, 25		50
190 1 fans		38
1 ditto		3 50
4 ditto, 5 44		2 67
7 ditto, 9 14		8 17
3 ditto, 92		2 76
1 ditto		1 20
1 ditto		1 75
1 ditto		1 16
10 pieces print, 342¾, 61		21 42
1 box, 12s.; drayage, 2s		1 75
		346 27

CHICAGO, *Aug. 3rd*, 1855.

6 pairs undersleaves, 12½		$0 75
3 camb. collars, 22½		68
1 ditto		1 05
3 ditto, 1 18		3 54
2 ditto, 1 37½		2 75
7 dozen jac. bor'd, 1 20		8 40
6 ditto, 1 80		10 80
1 lace chemizette		1 50
1 ditto		90
3 dozen linen h'dkfs, 75		2 25
½ l't sewing silk, 4 50		2 25
¼ ditto, 6 50		1 63
¼ ditto, 6 00		1 50
2 l't linen thread, 75		1 50
2 ditto, 1 00		2 00
191 1 piece bl'k galoon, 22, 8¾		1 83
1 bentry, 2½, ¼		41
2 ditto, 50		1 00
1 bl'k satin ribbon		1 10

1	ditto	$0 70
1	ditto	45
1	taffita ribbon	43
2	ditto, 65	1 30
1	ditto	1 38
1	ditto	1 75
¼	l't work cotton, 95	24
¼	ditto, 1 10	28
¼	ditto, 1 12½	28
¼	ditto, 1 25	31
¼	ditto, 1 37½	34
¼	ditto, 1 65	41
30	dozen ass'd p'r th'd, 6¼	1 88
12	Coats' cotton, 47½	5 40
2	French organdies, 50, 14	7 00
2	Lancas., 72½, 10½	7 61
2	sevsns, 83, 10	8 30
1	Portland sl'p, 38, 9½	3 61
1	Amosk'g sl'p, 34, 11½	3 91
1	Amosk'g trick, 49¾ 10½	5 23
1	ditto, 38¾, 11½	4 45
1	ditto, 41½, 9½	3 93
1	Melrose trick, 41¼, 10½	4 44
	1 Girard c'k, 61¾, 9½	5 89
192	2 Crampton prints, 64½, 6½	4 19
	1 P. A. & S. prints, 35½, 8½	3 02
1	Manch. prints, 32¼, 9	2 90
1	Merrimac prints, 29½, 9½	2 81
3	ditto, 1 03¼, 10	10 33
1	Cochier, 25¼, 10	2 52
2	crash, 23, 11	2 53
1	bl'k pap. camb., 40½, 9	3 65
1	wh't pap. camb., 40, 10	4 00
1	bl'k camb., 36½, 6¼	2 28
1	wh't Swiss mull, 7 16	1 12
1	ditto, 12, 30	3 60
1	bishop lawn, 9, 31	2 79
1	dotted Swiss, 10, 30	3 00
4	l't mix pins, 55	2 20
2	box Eng. pins, 4s. 8	1 17
1	dozen toilet pins	70
1	ditto	60
1	pack pins	45
½	dozen portmonais, 1 25	63
½	ditto, 1 00	50
½	ditto, 2 25	1 13
½	ditto, 3 50	1 75
1	dozen pearl portmonais, 7s. 4	92
1	dozen purse monais, 7s	88
1	dozen Moravian cotton	40
1	dozen lin. floss th'd	40
	2 dozen white tape, 28	56
193	2 dozen drab tape, 28	56
	2 silk drab tape, 38	76
2	ditto, 33	66

6 gross bone f't buttons, 11		$0 66
1 great gross susp. buttons		2 25
4 dozen dress'g combs, 1 50		6 00
4 ditto, 1 12½		4 50
2 linen tape, 37½		75
2 ditto, 32½		65
2 ditto, 27½		55
2 ditto, 22½		45
2 ditto, 20		40
2 ditto, 1*s*. 2		38
2 ditto, 16		32
2 ditto, 14		38
2 ditto, 12½		25
2 gross ¾ boot laces, 22½		45
3 mem. books, 1*s*. 6		56
1 gross pant buckles		50
2 dozen pant springs, 45		90
2 dozen hair pins, 20		40
4 dozen shaving soap, 3*s*		1 50
1 ditto		33
3 dozen G. S. spectacles, 1 00		3 00
3 pairs puff-combs, 75		2 25
1 ditto		1 15
6 dressing combs, 28		1 68
194 1 ivory comb		60
2 dozen ivory combs, 45		90
1 buff fine comb		1 50
2 English couple combs, 87½		1 75
1 mix. cotton hose		1 00
1 bro. cotton ½ hose		1 00
2 ditto, 75		1 50
4 mix'd cotton ½ hose, 75		3 00
2 ditto, 1 00		2 00
1 white cotton ½ hose, 1 50		1 50
2 gray cotton ½ hose, 1 00		2 00
10-12 gent's L. T. gloves, 2 12½		1 77
1 ladies' gloves		2 00
½ white silk gloves, 7 50		3 75
1 gent's kid gloves		10 50
1 case razors		75
1 Sheffield razor		1 25
1 F. razor		2 00
10-12 ditto, 2 50		2 08
3 razor straps, 75		2 25
2 tooth-brushes, 33		66
Lot cable cord		40
1 box nitting c., 1*s*		13
1 gross hooks and eyes, 18½		19
2 gross silvered hooks and eyes, 11		22
2 ditto, 11		22
2 dozen silk shoe laces, 5*s*		1 25
22 bal. silk braid, 25		5 50
195 1 lot whalebone		55
1¼ needles, 13*s*		2 03
1 ditto		50
1 packing box		1 50

½ dozen razor straps, 75	$5 25
Drayage	25
	270 23

CHICAGO, *Oct. 4th*, 1855.

2 bales batts, 8 00	$16 00
2 ditto, 8 50	17 00
2 ditto, 9 00	18 00
2 ditto, 10 50	21 00
Add 5 per cent	3 60
Drayage	25
	75 85

CHICAGO, *Oct. 9th*, 1855.

19 pieces print, 634½, 8½	$53 93
5 ditto, 192, 10½	18 06
3 ditto, 133½, 12½	16 69
6 ditto, 209¾, 9¾	20 45
11 ditto, 407½, 11	44 83
8 ditto, 261¼, 9½	24 82
1 T. red print, 25, 17½	4 38
1 ditto, 26, 19	4 94
5 lane gingham, 195, 10½	20 48
2 prin. tab. velvet, 50, 28	14 00
3 S. F. cor. jean, 94½, 8½	8 03
1 linen damask, 20½, 70	14 35
196 2 blea. canton flan'l, 65, 12	7 83
3 pieces peppered bro. flan'l, 119, 11	13 09
3 pieces Sal. Falls bro. flan'l, 95, 10	9 50
2 Hamilton bro. flan'l, 68¾, 10½	7 22
4 bleached cotton, 141½, 8¼	11 67
2 Lonsdale cotton, 90¾, 11½	10 43
1 ditto, 36¼, 11½	4 17
2 York cotton, 83, 11½	9 55
2 James cotton, 89, 11	9 79
2 ditto, 88½, 12½	11 06
2 5-4 P. S. cotton, 70¼, 12½	8 78
3 ditto, 71½, 11½	8 25
2 blea. co'r jean, 68½, 9½	6 51
2 ditto, 87½, 11½	10 07
1 bro. lin. damask, 35, 48	16 80
10 mous. de laine, 275¾, 20	55 15
1 ditto, 29½, 18	5 31
4 ditto, 120¼, 17¼	21 04
1 curtain muslin, 12, 47½	5 70
3 ditto, 36, 36	12 96
2 ditto, 24, 31	7 44
1 ditto, 12, 29	3 48
1 ditto, 12, 25	3 00
1 ditto, 12, 22½	2 70
1 ditto, 12, 18¾	2 25
1 ditto, 12, 17½	2 10

	1 ditto, 12, 13	$1 56
	13 embro'd tab. cov., 1 50	19 50
197	4 pieces Prusia diaper, 2 00	8 00
	4 ditto, 1 25	5 00
	2 dozen gray lawn half hose, 2 75	5 50
	3 ditto, 2 00	6 00
	2 lamb's-wool half hose, 4 00	8 00
	1 ditto	4 50
	1 cuffs	1 50
	2 boys' mittens, 1 15	2 30
	2 lambs-wool hose, 3 25	6 50
	2 ditto, 3 00	6 00
	1 ditto	2 63
	1 ditto	2 50
	1 ditto	2 25
	1 ditto	2 00
	1 ditto	1 75
	1 ditto	3 25
	1 ditto	2 88
	1 ditto	4 75
	2½ misses' wh't mer. hose, 2 50	6 25
	4 fancy plaid hose, 75	3 00
	2 made boots, 1 25	2 50
	1 ditto	1 00
	1 child's muffs	1 00
	1 mittens	1 25
	1 child's boots	1 00
	1 Berlin gloves	2 50
	1 ditto	2 25
198	1 merino gloves	1 35
	1 men's cuffs	1 75
	1 dozen men's cuffs	1 50
	1 Berlin gloves	1 25
	1 merino gloves	1 60
	1 leile gloves	1 00
	2 ladies' col'd gloves, 80	1 60
	1 gent's cash. gloves	4 00
	7 chil. cott. hose, 1 25	8 75
	7 ditto, 1 12½	7 88
	9 wool long shawls, 5 50	49 50
	6 ditto, 3 50	21 00
	7 ditto, 4 87½	34 13
	4 ditto, 6 50	26 00
	2 pair 11-4 Swis blank's, 5 00	10 00
	2 11-4 Bath blank's, 4 37½	8 75
	2 horse blank's, 2 00	4 00
	2 blue blanks, 4 75	9 50
	1 piece apron c'k, 60¾, 9½	5 77
	1 ditto, 59¼, 11	6 52
	2 ditto, 102½, 15	15 37
	6 gala twills, 177, 11	19 47
	1 K'y jean, 45, 15	6 79
	1 ditto, 32½, 17½	5 69
	1 ditto, 44¾, 18¾	8 39
	2 ditto, 70, 30	21 00
	2 linsey, 86, 20	17 20

	1 grey cloth, 31, 1 30	$49 30
199	1 satinet, 27, 52½	14 57
	3 ditto, 84, 60	50 55
1	piece satinet, 25½, 70	17 85
2	ditto, 49¼, 40	19 70
1	ditto, 28¼, 46	13 00
1	ditto, 25¼, 47½	11 99
1	sh'p gray, 24, 60	14 70
1	ditto, 47, 47½	22 33
2	Clodenia st'p, 102⅜, 7¼	7 45
2	Jewett City st'p, 83¼, 8¼	6 87
2	Uncus st'p, 96½, 10	6 95
2	Uncus d'k st'p, 67, 10½	7 04
1	Amosk'g st'p, 43¾, 11½	5 03
1	Portland st'p, 35, 9½	3 32
2	Pemberton st'p, 112¼, 12	13 47
2	L. D., 83, 9½	7 89
2	Melrose, 85½, 10½	8 95
3	ticking, 116½, 10	11 65
1	ditto, 47¼, 10½	4 96
1	ditto, 38½, 11½	4 42
2	ditto, 90¾, 12	10 89
3	ditto, 121¾, 13½	16 44
2	ditto, 78½, 15½	12 13
1	white flan'l, 25½, 50	12 75
1	ditto, 26¼, 40	10 50
1	ditto, 27½, 28	7 70
1	ditto, 27, 26	7 15
	1 ditto, 31½, 18	5 67
200	2 red tol'd flan'l, 113¼, 38½	43 60
	1 ditto, 56, 37½	21 19
1	piece twil'd red flan'l, 49, 33	16 17
1	ditto, 50¼, 30	15 07
1	ditto, 52¼, 25	13 06
2	ditto, 50¾, 38½	19 53
2	ditto, 51, 33	16 83
2	ditto, 50½, 26	13 13
1	yellow flan'l, 30½, 35	10 68
1	ditto, 26, 29	7 54
1	gray flan'l, 53½, 32	17 12
1	coat lining, 53½, 22	11 77
1	cloth, 20⅞, 2 75	57 41
1	ditto, 25¾, 1 57½	40 56
1	ditto, 26¼, 1 37½	36 09
1	ditto, 28½, 1 12½	32 09
1	ditto, 22⅜, 1 85	41 39
1	cassmire, 20½, 90	18 45
1	ditto, 24¾, 1 00	24 75
1	ditto, 25¾, 1 80	46 35
6	paper camb., 220, 9	19 80
2	ditto, 40 8	3 20
11	dozen lad. cott. hose, 1 00	11 00
11	ditto, 1 25	13 75
2	ditto, 1 37½	2 75
9	ditto, 1 50	13 50
3	ditto, 1 12½	3 38

	4 ditto, 1 10	$4 40
201	4 ditto, 90	3 60
	4 ditto, 75	3 00
2	ditto, 3 00	6 00
2	ditto, 3 50	7 00
3	ditto, 2 25	6 75
2	ditto, 1 35	2 70
2	ditto, 2 70	5 40
3	ditto, 1 20	3 60
3	ditto, 1 62½	4 88
2	ditto, 1 45	2 90
2	ditto, 2 37½	4 75
1	ditto	2 45
2	ditto, 3 25	6 50
4	ditto, 2 75	11 00
6	l't whalebone, 50	3 00
3	lin. th'd, ea. 75, 85, 100, 115	11 25
50	dozen col'd sp'l cotton, 5	2 50
30	ditto, 11½	3 45
1	g't gro. agate buttons	1 00
3	dozen air pistols, 1 00	3 00
1	M. envelopes	1 00
1	g't gro. hooks and eyes	1 25
1	ditto	1 13
1	ditto	1 00
1	ditto	95
2	dozen white wadding, 23½	47
	1 dozen black wadding	19
202	1 piece gingham, 42, 14	5 88
	2 ditto, 80, 16	12 80
6	pieces Swiss gingham, 220 2-8, 14½	31 94
1	dozen worst. scrafs	2 50
1	dozen comforts	2 88
1	ditto	2 75
1	ditto	2 13
1	ditto	2 00
½	ditto, 5 00	2 50
1	ditto	3 50
1	ditto	90
1	merino draws	10 50
10	l't yarn, ea. 60, 75, 80	21 50
6	pieces linsey, 203½, 15½	31 58
1	crash, 25, 10	2 50
1	bale wrap. twine, 14 12-14, 18	2 66
1	piece bl'k tab velvet, 20, 30	6 00
½	dozen p't mon., ea. 1 00, 1 25, 2 25, 2 12½	3 31
½	ream lett. paper, 1 87½	94
2	dozen rolls pins, 65	1 30
1	dozen roll pins, ea. 70, 57	1 27
2	ditto, 50	1 00
1	pack	95
30	dozen Coat's th'd, 47½,	14 25
4	w. needles, 1 50	6 00
3	pieces elas. webb, 93	2 79
¼	l't work cotton, 1 12½	28
¼	ditto, 1 25	31

203	¼ ditto, 95	$0 24
	¼ ditto, 1 10	28
	¼ ditto, 1 65	41
	¼ ditto, 1 37½	35
	¼ dozen portmon., 8 50	2 12
	½ ditto, 7 50	3 75
	¼ ditto, 6 00	1 50
	⅓ ditto, 9 00	3 00
	5-12 ditto, 9 00	3 75
	2 bl'k stay bind'g, 50	1 00
	3 lin. han'k'fs, 75	2 25
	2 ditto, 77½	1 55
	1 lin. han'k'fs, ea. 1 20, 1 30, 1 75, 2 00	6 25
	1 ball coat cord	1 05
	2 sewing birds, 62½	1 25
	1 ditto	31
	3 pair silk suspenders, 1 12½	3 35
	3 ditto, 75	2 25
	7-12 dozen tafted mitts, 7 00	4 08
	1 pieces bro. holland, 26, 15	3 90
	1 canvas, 25, 10	2 50
	3 dozen napkins, 2 50	7 50
	1 piece bro. lin. tow'l'g, 63, 10	6 30
	3 dozen bl'k wadding, 19	57
	9 cases, 10*s.*; drayage, 6*s*	12 00
	Add 5 per cent	111 38
		2,339 06

204 CHICAGO, *October 15th*, 1855.

	5 dozen kid gloves, 5 60	$25 00
	1 dozen boas	90
	1 dozen ladies' wool shaves	1 88
	1 zepheyr boas	1 62
	1 riggoletts	6 00
	1 ditto	4 00
	1 tippets	3 00
	1 fancy hoods	6 00
	1 zephyr hoods	5 00
	⅔ sacks, 7 50	5 00
	1 polka	5 00
	1 lad. scarfs	6 00
	1¼ child's hoods, 4 00	5 00
	1 piece silk warp flannel, 23¾, 62½	14 84
	1 Irish linen, 27, 70	18 90
	3 ditto, 78, 25	19 50
	1 ditto, 26, 52½	13 65
	1 ditto, 26, 62½	16 25
	1 ditto, 26¼, 47½	12 47
	1 ditto, 26, 39	10 14
	½ dozen silk draws, 3, 4 00	12 00
	½ dozen silk shirts, 2, 4 00	12 00
	½ ditto, 15 00	7 50
	5 pieces F'ch merino, 35, 85	29 75
	4 plaid merino, 32, 60	19 20

	1 ditto, 8, 65	$5 20
	1 bl'k bob. lace, 17, 7	1 19
205	2 pieces wh't bob lace, 30, 10	3 00
	3 dozen lin. h'd'k'fs, 2 25	4 50
	1 piece bl'k lace edging, 36, 8¼	2 97
	1 ditto, 12, 60	7 20
	1 ditto, 36, 11	3 96
	1 ditto, 24, 12¼	3 00
	1 ditto, 60, 6¾	4 05
	1 ditto, 60, 8¾	5 25
	1 ditto, 24, 12½	3 00
	1 piece white lace edging, 32¼, 8¼	2 66
	1 ditto, 24, 15	3 60
	15 cords and tassels, 2s. 2	4 06
	1 camb. collar	1 18
	3 ditto, 1 05	3 15
	1 ditto, 1 37½	1 37
	2 ditto, 1 62½	3 25
	3 muslin collars, 1 25	3 75
	4 camb. band, 1 25	5 00
	4 ditto, 50	2 00
	4 muslin bands, 69	2 76
	2 ditto, 1 00	2 00
	2 emb'd'y sk'ts, 3 50	7 00
	2 ditto, 3 00	6 00
	3 pieces linen edging, 39½, 33	19 64
	4 ditto, 49¼, 24	11 82
	1 plait edging, 18, 37½	6 75
	3 cotton edging, 72, 7½	5 40
206	1 ditto, 24, 11½	2 76
	2 pieces cotton edging, 48, 6¼	3 00
	1 ditto, 24, 3½	84
	2 pieces sash ribbon, 6 75	13 50
	2 ditto, 5 50	11 00
	3 hat ribbon, 5 00	15 00
	2 moir ant. ribbon, 4 50	9 00
	2 ditto, 4 00	8 00
	1 hat ribbon	2 00
	1 dozen tooth-brushes	94
	1 ditto	81
	1 ditto	75
	1 piece bl'k silk, 64¼, 68	43 69
	1 alpacca, 30¼, 35	10 59
	1 ditto, 29½, 45	13 28
	1 ditto, 38, 60	22 80
	1 br'd berage, 15, 37½	5 63
	1 tissue, 27½, 42½	11 69
	12 dozen sk't boos, 2 25	27 00
	34 pairs un'd-sleeves, 87½	29 75
	5 dozen waist braid, 40	2 00
	1 piece bird's eye, 15, 25	3 75
	3 dozen silk shoe laces, 60	1 80
	1 bolls P	60
	1 ivory combs	31
	1 ditto	45
	1 ditto	58

	3 umbrellas, 55	$1 65
207	3 ditto, 50	1 50
	3 ditto, 40	1 20
	9 P. B. boxes, 50	4 50
	23 ditto, 25	5 75
	24 dozen bl'k wadding, 19½	4 68
	2 boxes, 1 00	2 00
	Drayage, 3*s*	38
	Add 5 per cent	32 92
		691 42

CHICAGO, *Oct.* 23*rd*, 1855.

	6 bales A. butts, 8 00	$48 00
	4 bales K. butts, 10 50	42 00
	1 piece red padding, 5½, 22½	1 24
	2 Ky. jeans, 92¼ 15	13 84
	4 fustian, 169¾, 9½	16 12
	2 F. and N. case, 67, 32½	21 78
	4 Redbank cass., 144½, 22½	32 51
	2 sheep gray, 53¼, 47½	25 30
	2 corsett jean, 66, 8½	5 51
	12 col'd camb., 427¼, 6½	27 77
	2 jaconets, 40, 20	8 00
	2 ditto, 40, 17½	7 00
	2 ditto, 40, 14½	5 80
	2 ditto, 40, 10	4 00
	2 ditto, 40, 7½	3 00
	2 red flan'l, 99, 33	32 67
	6 gala twill, 216, 11	23 76
	24 wool long shawls, 2 00	48 00
208	6 pieces bro. drill, 255, 7¼	18 49
	2 pairs Bath blankets, 4 37½	8 75
	1 dozen wh't comforts, 1 12½	1 13
	1 ditto	1 10
	1 bale wick, 10, 17½	3 15
	1 bale twine, 16 9-16, 18	2 98
	2 under-hand'kfs, 87½	1 75
	2 ditto, 1 37½	2 75
	2 ditto, 1 00	2 00
	4 ditto, 60	2 40
	4 ditto, 50	2 00
	5 pair sleeves, 70	3 50
	34 ditto, 50	17 00
	7 ditto, 25	1 75
	6 ditto, 1 75	10 50
	6 ditto, 1 00	6 00
	6 ditto, 81	4 86
	1 paper box	50
	1 piece book muslin, 6½, 55	3 58
	1 ditto, 2¾, 50	1 38
	1 ditto, 1¾, 16½	29
	1 ditto, 9½, 55	5 23
	1 ditto, 8¾, 48	4 20

1 ditto, 15, 33	$4 95
20 dozen white wadding, 23½	4 70
Box, 2 00; drayage, 75	2 75
Add 5 per cent	24 19
	508 18

209 OCTOBER 29TH, 1855.

2 pair blankets, Bath, 4 37½	$8 75
8 ditto, Swiss, 5 00	40 00
2 pieces cant. flan'l, 63¾, 11	7 01
2 ditto, 65¾, 10	6 58
1 yellow flan'l, 25¼, 26	6 56
2 ditto, 51¾, 29	15 02
1 ditto, 25, 33	8 25
2 red flan'l, 51¼, 26	13 32
1 ditto, 26, 30	7 80
3 red twill flan'l, 148½, 33	49 01
2 ditto, 101, 30	30 30
1 coat lining, 56, 23	12 32
2 satinett, 54¾, 60	32 85
1 ditto, 27¾, 52½	14 57
1 ditto, 17¾, 70	12 43
1 ditto, 30, 75	22 88
1 ditto, 29¼, 46	13 46
2 ditto, 48, 47½	23 04
2 F. and M. cass. 66¼, 32½	21 53
3 Ky. jean, 138¼, 15	20 74
1 ditto, 43¾, 18¾	8 20
5 lb. wool jean, 85	4 25
5 ditto, 80	4 00
5 ditto, 75	3 75
10 ditto, 60	6 00
9-12 dozen wool coats, 9 00	6 75
1 ditto	10 25
210 1 Osborne coat	6 50
1 dozen zephyr hoods	7 00
1 ditto	5 50
2 10 12 f'cy knitt hood, 4 50	12 75
1 riggolettes	7 00
1 Burlin gloves	2 38
1 ditto	2 25
1 bl'k silk velvet, 6⅞, 3 50	23 92
3 dozen gray lava ½ hose, 2 00	6 00
3 ditto, 2 12½	6 38
3 ditto, 2 75	8 25
4 pieces print, 151¾, 9¾	14 79
2 ditto, 72½, 9	6 53
3 ditto, 107, 11	11 77
15 ditto, 546½, 10½	57 38
12 ditto, 515¼, 4¾	24 47
17 ditto, 570, 9½	54 15
3 pieces mng. print, 93, 9½	8 84
3 Merrimac print, 86¾, 9½	8 22
7 B and O, 256¾, 8½	21 82

7 cochese print, 239¼, 8½	$20	34
6 ditto, 202½, 8½	17	21
3 pap. camb., 60, 8	4	80
5 ditto, 200, 9	18	00
6 Scotch diaper, 1 25	7	50
6 wool long shawls, 5 50	33	00
3 ditto, 6 50	19	50
3 ditto, 7 00	21	00
211 1 gent's long shawls	7	00
6 pieces mous. de laine, 183½, 17½	32	11
2 ditto, 59, 20	11	80
2 dozen men's wool hose, 4 50	9	00
2 ditto, 4 00	8	00
6 l't long w. bone, 50	3	00
3 oil combs, 46	1	38
6 ditto, 37½	2	25
1 piece cotton wool plaid, 35, 35	12	25
1 ditto, 40¾, 44	17	93
1 ditto, 40¼, 44	17	71
1 plaid, 8, 50	4	00
1 all wool plaid, 8, 62½	5	00
2 ditto, 16, 65	10	40
3 ditto, 24, 60	14	40
4 ditto, 32, 60	19	20
3 plaid silk, 43, 62½	26	88
1 A. W. de laine, 15, 45	6	98
2 muslin collars, 50	1	00
4 ditto, 62½	2	50
7 ditto, 75	5	25
3 ditto, 1 12½	3	38
3 cambric collars, 22½		68
18 ditto, 10	1	80
12 mng. collars, 25	3	00
12 camb. bands, 50	6	00
6 ditto, 1 00	6	00
32 ditto, 15	4	80
212 4 ditto, 1 33	5	32
4 muslin collars, 1 20	4	80
8 ditto, 1 00	8	00
13 ditto, 90	11	70
2 muslin bands, 69	1	38
12 ditto, 20	2	40
12 ditto, 20	2	40
12 ditto, 22	2	64
12 ditto, 25	3	00
8 ditto, 67½	5	40
8 ditto, 56	4	48
8 ditto, 83	6	64
8 ditto, 78	6	24
28 ditto, 24	6	72
12 ditto, 19	2	28
3 yards muslin edg., 1 12½	3	37
27 ditto, 15	4	05
21¼ ditto, 8½	1	81
4 lin. p'k't h'k'fs, 75	3	00
7 ditto, 47	3	29

	7 ditto, 40	$2 80
	2 dozen safety pins, 31¼	63
	1 piece edg., 18, 2	36
	1 ditto, 18, 6	1 08
	1 ditto, 18, 9	1 62
	2 pieces vel. ribbon, 1 62½	3 25
	1 ditto	1 25
	1 ditto	1 38
213	2 ditto, 1 10	2 20
	2 ditto, 1 00	2 00
	2 ditto, 90	1 80
	3 ditto, 82½	2 48
	1 ditto	75
	1 ditto	60
	2 ditto, 55	1 10
	2 ditto, 36	72
	8 pieces emb'dy braid, 25	2 00
	2 ribbon, 1 50	3 00
	1 taffita ribbon	1 30
	1 ditto	1 00
	1 ditto	70
	4 sat. ribbon, 2 75	11 00
	5 ditto, 3 00	15 00
	1 ditto	3 15
	1 ditto	3 38
	6 ditto, 4 00	24 00
	1 ditto	4 13
	1 ditto	4 50
	1 ditto	5 50
	5-12 dozen gent's cash. gloves, 3 50	1 46
	2 gross pearl buttons, 90	1 80
	3 ditto, 85	2 55
	2 ditto, 37½	75
	3 ditto, 2s. 8	1 00
	1 ditto	27
214	1½ dozen bl'k horn combs, 1 50	2 25
	10-12 dozen shears, 3 75	3 13
	10-22 dozen shears, 2 25	1 87
	1 piece bl'k trim'g 12, 18¾	2 25
	1 ditto, 10½, 3	31
	1 velvet bl'k trim'g, 9½, 33½	3 17
	1 ditto, 10⅞, 1 25	13 59
	1 ditto, 6, 1 25	7 50
	1 galoon trim'g, 11, 1s. 2	3 06
	1 ditto, 12, 25	3 00
	1 ditto, 9, 1s. 6	1 69
	1 ditto, 11½, 1s. 8	2 39
	1 ditto, 16⅜, 50	8 19
	1 ditto, 5½, 3s. 3	1 62
	1 velvet trim'g, 6¾, 1s. 4	1 13
	1 ditto	1 00
	1 ditto	75
	1 ditto, 10½, 1s. 4	1 71
	1 ditto, 5, 28	1 40
	1 ditto, 7, 12½	88
	1 galoon trim'g, 13½, 10	1 35
	1 ditto, 4¾, 1s. 3	71

	1 ditto, 16, 11	$1 76
	1 ditto, $8\frac{3}{4}$, 1s. 2	1 28
	1 ditto, $87\frac{1}{8}$, $6\frac{1}{4}$ 1	56
	1 ditto, $7\frac{1}{4}$, 1s. 6	1 41
	1 ditto, $11\frac{1}{2}$, 1s	1 44
	1 ditto, 11, 1s. 6	2 06
215	1 bl'k lase edging, $11\frac{1}{4}$, 50	5 63
	1 bl'k silk edging, $15\frac{3}{4}$, $62\frac{1}{2}$	9 84
	1 piece bl'k silk edging, 25, 1 00	25 00
	1 ditto, $13\frac{3}{8}$, 1 $12\frac{1}{2}$	15 05
	1 ditto, $22\frac{1}{2}$ 13s.	30 94
	1 ditto, $9\frac{5}{8}$, $137\frac{1}{2}$	13 24
	1 ditto, $22\frac{1}{2}$, 1 $37\frac{1}{2}$	30 94
	1 7-12 dozen fancy cash'r hose, 3 25	5 15
	1 9-12 ditto, 3 25	5 69
	9 gent's lisle gloves, 4s. 4	4 88
	4 black silk hose, 1 46	5 84
	10 Ing. spun hose, $37\frac{1}{2}$	3 75
	$\frac{1}{2}$ dozen cash'r gloves, 4 25	2 13
	20 col'd sp'l cott., 5 00	1 00
	20 ditto, $11\frac{1}{2}$	2 30
	3 comforts, 90	2 60
	2 ditto, 1 $37\frac{1}{2}$	5 75
	2 ditto, 1 25	2 50
	1 ditto, 1 $87\frac{1}{2}$	1 88
	1 ditto	2 00
	3 ditto, 1 $87\frac{1}{2}$	8 63
	1 linen h'dk'fs	1 75
	1 ditto	2 25
	3 ditto, 2 25	6 75
	1 ditto	3 00
	1 Stark Mills, $42\frac{1}{2}$, 8	3 24
	2 pieces black wadding, 19	38
	7 pack. boxes, 10s	8 75
216	Drayage	75
	Add 5 per cent	78 50
		1,648 67

CHICAGO, *Nov. 7th*, 1855.

	1 piece plush trim'g, $5\frac{1}{8}$, 1 50	$7 69
	4 ditto, $31\frac{5}{8}$, 1 25	39 53
	1 black silk velvet, $3\frac{3}{4}$, 5 50	20 63
	Add 5 per cent	3 39
		71 24

CHICAGO, *Nov. 10th*, 1855.

	1 bale Waverly sh't'g, 808, 8	$64 64
	1 bale Ontario sh't'g, 800, 8	64 00
	Drayage	25
	5 per cent	6 44
		135 33

CHICAGO, *Dec. 5th*, 1855.

6 thistle-down shawls, 5 50	$33 00
6 wool long shawls, 4 87½	29 25
3 pieces Ken'y jeans, 137¼, 15	20 59
2 satinet, 54¼, 40	21 70
1 ditto, 19½, 47½	9 27
15 l't wool yarn, 60	9 00
½ dozen portmonnias, 1 00	50
1½ ditto, 1 25	1 88
1 ditto	2 25
3 l't white cotton thread, 47	1 41
8 pieces print, 295¼, 10½	31 00
1 box 10*s*; dray 2*s*; 2*s*	1 50
Add 5 per cent	8 06
	169 41

217

CHICAGO, *Dec. 25th*, 1855.

½ dozen silk shirts, 18 00	$9 00
½ ditto, 20 00	10 00
1 Berlin gloves	1 25
1 merino gloves	1 35
6 brown cotton half hose, 1 12½	6 75
1 lamb's wool hose	2 25
1 ditto	2 00
1 ditto	1 75
1 ditto	2 65
1 ditto	3 00
1 Berlin gloves	2 38
1 ditto	2 25
1 ditto	2 50
1 10-12 tartan hose, 2 12½	3 91
1 brown linen tablecloth	50
3 ditto, 45	1 35
2 ditto, 55	1 10
3 ditto, 80	2 40
2 ditto, 85	1 70
5 ditto, 1 00	5 00
2 ditto, 1 12½	2 25
3 pieces pap. camb., 60, 8	4 80
4 ditto 160, 9	14 40
1 7-12 dozen kid gloves, 5 25	8 31
2 gent's white kid gloves, 9 00	18 00
3¼ ditto, 4 50	15 75
8 ditto, 1 28, 10½	13 44
218 4 ditto, 64, 22½	14 40
3 pieces dotted muslin, 27, 10	2 70
1 Irish linen, 12, 54	6 75
1 ditto, 13, 52	6 76
1 ditto, 13, 57	7 41
2 11-12 bonnet ribbon, 4 50	13 31
1 ditto	2 25
4-12 dozen silk shirts, 24 00	8 00
60 dozen col'd cotton shirts, 5	3 00
40 dozen Coats' cotton, 47½	19 00

	2 great gross hooks and eyes, 1 45	$2 90
	6 P't whalebone, 50	3 00
	1 gross buttons	39
	1 ditto	27
	1 ditto	85
	1 ditto	31
	1 ditto	30
	1 ditto	33
	1 ditto	30
	4 dozen air-pistols, 1 00	6 00
	6 dozen boas pistols, 90	5 40
	2 M envelopes, 1 00	2 00
	1 dozen toilet pins	70
	1 dozen toilet pins, each 65, 60, 57	1 82
	3 11-12 dozen bl'k kid gloves, 8 75	34 27
	2 dozen bl'k wadding, 19	38
	2 pasteb'd boxes, 25	50
	3 pieces print, 104½, 9½	9 95
219	3 ditto, 107¼, 9	9 65
	6 ditto, 177¼, 9½	16 84
	3 ditto, 100½, 11	11 08
	6 ditto, 194¼, 9¾	18 94
	10 ditto, 373½, 8½	31 75
	12 ditto, 432 10½	46 10
	6 ditto, 198, 9½	18 81
	16 ditto, 537¾ 82	45 70
	6 ditto, 206½, 8½	17 56
	3 all wool plaid, 32, 60	19 20
	3 ditto, 40½, 62½	25 31
	1 silk and wool plaid, 8, 50	4 00
	1 cloth, 30½, 100	30 50
	1 satinet, 26¼, 60	15 75
	2 ditto, 56¾, 70	39 73
	3 sheep gray, 73¼, 60	43 35
	2 satinet, 50¾, 47½	24 10
	3 F. & M. cass., 97¼, 32½	31 60
	6 linsey, 193¼, 15½	29 99
	3 broadcloth, 84⅜, 1 12½	94 93
	6 fustian, 251¼, 9½	23 87
	10 gala plaid, 353⅝, 11	38 91
	20 P't wool yarn, 60	12 00
	15 ditto, 75	11 25
	15 ditto, 80	12 00
	3 pieces red flan'l, 140½, 33	46 37
	2 ditto, 101, 31	31 31
	1 ditto, 49, 32	15 68
220	2 ditto, 87¾, 25	21 94
	1 piece Turkey red, 25, 19	4 75
	3 ditto, 75, 17½	13 13
	12 L. gingham, 449¾, 10½	47 22
	4 K'y jean, 186, 15	27 90
	6 print, 261, 43	12 40
	2 Redbank cass, 74, 22½	16 63
	3 dozen comforts, 2 75	8 25
	2 ditto, 2 62½	5 25
	2 ditto, 2 87½	5 75

	1 ditto, 2 12½	$2 13
	4 ditto, 90	3 60
	1 cotton pants	4 50
	1 cotton vest	6 00
	1 tafted mitts	7 00
	6 gloves and mitts, 1 85	11 10
	1 ditto	1 05
	3 cuffs, 1 50	4 50
	3 mn'g wool shawls, 6 50	19 50
	12 wool long shawls, 3 50	42 00
	2 ditto, 5 50	11 00
	3 ditto, 7 00	21 00
	1 ditto	6 00
	1 ditto,	5 50
	4 dito, 3 00	12 00
	2 pieces Merm. tick, 81½, 13½	11 00
	2 Victoria tick, 100, 12	12 00
	6 blea. cotton, 263½, 12½	32 94
221	3 ditto, 133, 11½	15 29
	6 ditto, 245¾, 11½	27 03
	6 ditto, 211½, 8¼	17 45
	3 ditto, 110¾, 8¼	9 14
	1 hicory, 37, 7¼	2 68
	1 ditto, 38½ 11½	4 42
	2 ditto, 118¼, 12	14 19
	3 ditto, 114, 8¼	9 41
	2 ditto, 67½, 10½	7 09
	3 ditto, 104¼, 10	10 43
	2 drilling, 121½, 7¼	8 81
	2 cassimere, 51¼, 73½	37 69
	1 cloth, 31¼, 1 30	40 63
	9 oil-cloth covers, 37½	3 38
	6 pieces diaper, 2 00	12 00
	10 ditto, 1 25	12 50
	1 dozen lin. h'd'fs	2 25
	1 ditto	1 75
	2 ditto, 2 50	5 00
	6 ditto, 75	4 50
	1 piece silk velvet, 2½, 2 50	6 25
	1 ditto, 1¼, 2 12½	2 66
	1 ditto, 1⅜ 2 62½	3 61
	1 alpacca, 29½, 27	7 97
	1 cob., 39¾, 44	17 49
	1 merino, 7, 85	5 95
	1 ditto, 7, 72½	5 08
222	5 silk hd'kfs, 54	2 70
	6 ditto, 50	3 00
	13 ditto, 40	5 20
	13 cotton hd'kfs, 18	2 34
	31 ditto, 12½	3 88
	1 bale bl'k wad., 40, 19	7 60
	9 pack. cases, 1 00	9 00
	Drayage	75
	Add 5 per cent	88 23
		1,852 94

Recapitulation.

Amount of bill, Jan. 25, 1855		$881 54
	Feb'y 9th, 1855	199 99
	Do	524 06
	Feb'y 13th, 1855	553 09
	Feb'y 22nd, 1855	861 78
	March 1st, 1855	1,261 06
	March 13th, 1855	350 24
	March 29th, 1855	152 77
	May 14th, 1855	1,900 30
223	May 16th, 1855	380 86
	May 23d, 1855	214 40
	May 30th, 1855	244 82
	June 1st, 1855	346 27
	Aug. 3d, 1855	270 23
	Oct. 4th, 1855	75 85
	Oct. 9th, 1855	2,339 00
	Oct. 15th, 1855	691 42
	Oct. 23d, 1855	508 18
	Oct. 29th, 1855	1,648 67
	Nov. 7th, 1855	71 24
	Nov. 10th, 1855	135 33
	Dec. 5th, 1855	169 41
	Dec. 25th, 1855	1,852 94
		15,633 45

Endorsed: Filed Feb'y 2, 1860.

WM. L. CHURCH, *Clk.*

224 On this day, to wit, the eighth day of August, A. D. 1864, in the record of the proceedings of said court in said entitled cause is the following entry, to wit:

HORACE SEAVER, AUGUSTUS SOMARINDYCK, ALBERT PLIMPTON, George A. Stephenson, John H. Stephenson, Stiles Frost, and Adoniram Remick
vs.
JOHN A. BIGELOW, WILLIAM BIGELOW, AND HENRY W. Bigelow. } Chancery.

Now come the parties, by their solicitors, and the court having considered and being now fully advised upon the matters heretofore submitted in this case, pronounces against the complainants, and dismisses their bill.

It is thereupon considered by the court that the defendants have and recover of complainants their costs by them about their defense in this behalf expended, amounting to the sum of dollars and cents, and that they have execution therefor. And thereupon the complainants, by their solicitor, pray an appeal to the Supreme Court.

225 On this day, to wit, the third day of December, in the October term

A. D. 1864, of said court, in the record of the proceedings thereof, in said entitled cause is the following entry, to wit:

HORACE SEAVER, AUGUSTUS SOMARINDYCK, GEORGE A. Stephenson, John N. Stephenson, Stiles Frost, and Adoniram Remick
vs.
JOHN A. BIGELOW, WILLIAM BIGELOW, AND HENRY W. Bigelow. } Chancery.

Now come the complainants, by E. S. Smith, esq., their solicitor, and they having heretofore prayed an appeal to the Supreme Court, it is now ordered by the court that the same be granted, conditioned that they file a bond in the sum of five hundred dollars, conditioned according to law, with security to be approved by the court.

On this day, to wit, the third day of December, A. D. 1864, came said complainants, by their solicitor, and filed in said clerk's office their appeal bond in said entitled cause; which said appeal bond is in the words and figures following, to wit:

Know all men by these presents that we, Ezekiel S. Smith and
226 Theodore Newell, are held and firmly bound unto John A. Bigelow, William Bigelow, and Henry W. Bigelow in the sum of five hundred dollars, to be paid to the said John A. Bigelow, William Bigelow, and Henry W. Bigelow, their executors or administrators, to the payment of which, well and truly to be made, we bind ourselves and each of us, jointly and severally, and our and each of our heirs, executors, and administrators, firmly by these presents. Sealed with our seals and dated this 26th day of November, A. D. 1864.

Provided, however, and this obligation is upon this express condition, that whereas Horace Seaver, Augustus Somarindyck, George A. Stephenson, Albert Plimpton, Stiles Frost, and Adoniram Remick have prayed an appeal to the Supreme Court of the United States to reverse a decree rendered by the circuit court of the United States for the eighth circuit and northern district of Illinois, in a certain cause on the chancery side of said circuit court, wherein Horace Seaver, Augustus Somarindyck, George A. Stephenson, Albert Plimpton, Styles Frost, and Adoniram Remick are complainants, and said John A. Bigelow, William Bigelow, and Henry W. Bigelow are defendants, in favor of said defendants:

227 Now, therefore, the condition of this obligation is such that if the above-named complainants shall prosecute their said appeal and writ of error to effect and shall pay all costs if they shall fail to make good their said plea, then this obligation to be void; otherwise, to remain in full force and virtue.

Approved A. D. 1864.

E. S. SMITH. [SEAL.]
T. NEWELL. [SEAL.]

Approved.

THOMAS DRUMMOND.

Endorsed: Filed Dec'b. 3d, 1864.

WM. H. BRADLEY, *Cl'k.*

On this day, to wit, the fifth day of December, A. D. 1864, came said parties, by their solicitors, and filed in said clerk's office their stipulation in said entitled cause; which said stipulation is in the words and figures following, to wit:

228 *Appeal to the Supreme Court United States.*

In circuit court United States, northern district of Illinois.

HORACE SEAVER, AUGUSTUS SOMARINDYCK, GEORGE A. Stephenson, *et al.*
vs.
JOHN A. BIGELOW, WILLIAM BIGELOW, AND HENRY W. Bigelow.
} Chancery.

It is hereby stipulated and agreed that the record from said circuit court in the above-entitled cause may be filed and docketed in the Supreme Court of the United States at the December term thereof, A. D. 1864, at any time on or before the first Monday of January, A. D. 1865, with the same force and effect as though filed within the first six days of the said December term under the rule of the said Supreme Court, and that this stipulation may be incorporated with and made part of the record in said cause.

Dated Chicago, Dec. 5th, 1864.

HOYNE, MILLER & LEWIS, *for Def'ts.*

Endorsed: Filed Dec'b. 5th, 1864.

WM. H. BRADLEY, *Clk*

229 NORTHERN DISTRICT OF ILLINOIS, *ss:*

I, William H. Bradley, clerk of the circuit court of the United States within and for said northern district of Illinois, do hereby certify that the accompanying and foregoing transcript from pages one to two hundred and twenty-eight, inclusive, contains a true, full, and perfect copy from the record of all the proceedings which have been had in said court in the cause of Horace Seaver, Augustus Somarindyck, *et al.*, complainants against John A. Bigelow, William Bigelow, and Henry W. Bigelow, as the original of the same now remain in my custody, together with the original citation sued out by the said appellants to the said defendants.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court, at my office, in Chicago, in said northern district of Illinois, this seventeenth day of December, A. D. 1864.

[SEAL] WILLIAM H. BRADLEY, *Clerk.*

230 Supreme Court of the United States of America of the December term, A. D. 1864.

Error to the circuit court of the United States for the northern district of Illinois.

HORACE SEAVER, JOHN A. STEPHENSON, AUGUSTUS SOMARINDYCK, Albert Plimpton, George A. Stephenson, Stiles Frost, and Adoniram Remick
vs.
JOHN A. BIGELOW, HENRY W. BIGELOW, AND WILLIAM W. Bigelow.

Assignment of errors.

I. The court erred in not granting a decree for the appellants.

II. The court erred in granting a decree dismissing the bill.

And the said plaintiffs in error pray that the decree aforesaid and other errors in the proceedings and record aforesaid may be reversed, annulled, and for naught held, and that they may be restored to all things which
231 they have lost by occasion of said judgment.

E. S. SMITH,
Attorney for the Plaintiffs in error

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